

**SUSTAINABLE WARMTH COMPETITION**  
**HOME UPGRADE GRANT PHASE 1**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE SECRETARY OF STATE FOR BUSINESS, ENERGY AND INDUSTRIAL STRATEGY**  
**And**  
**South Derbyshire Council**

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## MEMORANDUM OF UNDERSTANDING

### DEFINITIONS

In this Memorandum of Understanding (MoU) the following terms will have the following meanings:

**“The Authority”** the Local Authority (LA) with whom this MoU is signed by and in the case of a Consortium, means the local authority that is to sign this MoU and is the lead Authority and to whom the Grant is to be paid by the Secretary of State subject to the provisions of this MoU.

**“BEIS”** means the Department for Business, Energy, and Industrial Strategy.

**“Data Capture Portal”** refers to the Data Capture Portal used by BEIS for Data Collection. This portal will capture the excel spreadsheet completed by LAs on a monthly basis to submit their Performance Monitoring (KPIs), Property and Installed measures data for the Home Upgrade Grant Phase 1 (HUG 1) scheme.

**“Consortium”** means a group of LAs working together to deliver the Proposal set out in Annex 7 under the leadership of the Authority.

**“Eligible Installer/Contractor”** means contractors that are currently trading, are registered with TrustMark<sup>1</sup> and all projects must be compliant with PAS 2035:2019 Retrofitting dwellings for improved energy efficiency Installers are required to have the appropriate certifications for the Eligible Measures that they are installing on behalf of the Authority as set out in the Proposal.

PAS 2035:2019 requires that all energy efficiency measures within the scope of the PAS 2030:2019 standards must be delivered by installers who are certified to this standard and all low-carbon heating measures must be installed by a MCS certified<sup>2</sup> installer.

We expect all contractors to work safely as we recover from the pandemic, following Covid-19 secure working practices.

**“Eligible Expenditure”** means payments by the Authority during the Funding Period for the purposes of delivering the Proposal which comply in all respects with the rules set out in **paragraphs 15 to 20** (Scope of Activity) of this MoU.

**“Eligible Household”** means a household which meets the eligibility requirements to which Eligible Measures may be delivered on behalf of the Authority as set out in the Proposal i.e. households receiving measures are low-income and have a combined household annual income of no more than **£30,000** gross, before housing costs and where benefits are counted towards this figure; or are low-income households who are likely to be living in fuel poverty verified by LAs using alternative methodologies, such as means tested benefits, charity and health referrals, locally held data.

Eligible households must live in a domestic dwelling in England with an EPC Rating of D, E, F or G, or in a park home where this has been demonstrated as appropriate, to which Eligible Measures may be delivered on behalf of the Authority as set out in the Proposal.

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<sup>1</sup> Or a scheme that the Secretary of State is satisfied is equivalent.

<sup>2</sup> Or a scheme that the Secretary of State is satisfied is equivalent.

**“Eligible Measures”** are any energy efficiency and heating measures compatible with the Standard Assessment Procedure (SAP) that will help improve EPC band D, E, F or G rated homes.

This includes, but is not limited to, energy efficiency measures (such as wall, loft, and underfloor insulation) and low carbon heating technologies.

This is with the exception of heating systems which are fuelled by fossil fuels, such as the installation or repair of a fossil fuel-based heating system, or the replacement of an existing fossil fuel-based heating system with another fossil fuel-based heating system, are not in scope.

For more information on Eligible Measures please refer to Section 2.1.5 of the Sustainable Warmth (SW) Competition Guidance document.

**“Funding Period”** is the period for which the Grant is awarded to **31 March 2023**.

**“The Grant”** is the capital funding made available by the Secretary of State to the Authority under this MoU to deliver the SW Competition as stated in **paragraphs 9 to 14**.

**“HUG 1”** the grant value available to support low-income households off-gas grid, through the Home Upgrade Grant Phase 1 scheme.

**“LAD 3”** is a third phase of the Local Authority Delivery Phase 3 with the value available for support. LAD 3 has a refined scope with support available to low-income households heated by mains gas only.

**“Monthly Report”** has the meaning given to it in **paragraph 51**.

**“The Parties”** means the Secretary of State and the Authority together collectively.

**“Project Team”** means the SW project team within BEIS responsible for the delivery of the SW Competition

**“Project Board”** means the lead governing authority for the SW Competition within BEIS.

**“Proposal”** means the Authority’s proposal set out in **Annex 7**.

**“Secretary of State”** means the Secretary of State for Business, Energy and Industrial Strategy.

**“Services”** are the services the Authority is expected to procure for delivery under the SW Competition.

**“Spend”** means any Capital, Administration or Ancillary funding committed and accrued to an Eligible Expenditure, as long as such activity is due for completion within the Funding Period.

**“SW Competition”** means funding via HUG 1 and LAD 3, which concludes on **31 March 2023**.

**“RHI”** means the Renewable Heat Incentive, a government financial incentive to promote the use of renewable heat.

## **PURPOSE**

1. To establish the way the parties to the MoU will work together to deliver the SW Competition in England.
2. To clarify the roles and responsibilities of the parties to the MoU.
3. The Parties to this MoU are:
  - (i) The Secretary of State for Business, Energy, and Industrial Strategy (“Secretary of State”); and
  - (ii) South Derbyshire Council known as “the Authority”.

The Secretary of State and the Authority are known together collectively as “the Parties”.

4. The Secretary of State has decided to grant capital funding through the SW Competition to the Authority. The Authority has committed to spend such funds to deliver Eligible Measures to Eligible Households, using Eligible Contractors.
5. The Parties wish to record their understanding regarding the Grant funding which are detailed in this MoU.

## **BACKGROUND**

6. The SW Competition is a single funding opportunity which brings together two fuel poverty schemes. Through the SW Competition, Government aims to save households money, reduce fuel poverty, cut carbon, and support the aims of the Prime Minister’s 10 Point plan for a Green Industrial Revolution. The SW Competition provides funding to upgrade homes both on and off the mains gas grid and is comprised of **£286.8m** for low-income households heated by mains gas through a third phase of LAD, and of **£152.2m** for low-income households off the gas grid through HUG 1, with a further c. **£67m** made available in April 2022, totalling c. **£219m** of investment in HUG 1.
7. The SW Competition will provide funding to improve low energy performance off grid and on gas grid homes in England by installing Eligible Measures. A competition was launched on **16 June 2021** offering LAs and Local Energy Hubs the opportunity to apply for funding. Upgrades delivered through the SW Competition should be completed by the delivery deadline of **31 March 2023**.

## **OUTCOMES**

8. The primary purpose of the SW Competition is to raise the energy efficiency rating of low-income and low EPC rated homes (those with D, E, F or G) on the gas grid and off the gas grid. This funding will also support low-income households with the transition to low-carbon heating. We expect the SW Competition to result in the following outcomes:

- a. Tackle fuel poverty by increasing low-income homes' energy efficiency rating while reducing their energy bills – a key principle of the SW Competition: Protecting Vulnerable Households in England Strategy 2021.
- b. Deliver cost effective carbon savings to carbon budgets and progress towards the UK's target for net zero by 2050.
- c. Support clean growth and ensure homes are thermally comfortable, efficient, and well-adapted to climate change.
- d. Support economic resilience and a green recovery in response to the economic impacts of Covid-19.

The SW Competition will support energy efficiency measures and low carbon heating for off gas grid homes and on gas grid homes, with an aim of upgrading homes to a target energy efficiency rating of EPC C, or EPC D where this is not possible.

## THE GRANT

9. The Secretary of State grants the Authority capital funding of HUG Phase 1 £840,800.00 ("the Grant") to deliver the outcomes in line with their Proposal. This funding is subject to the Authority providing the documentation and information in accordance with **paragraph 10**.
10. The Project Team will issue the MoU for signing in the week commencing **21 February 2022** at the latest and the Authority is to provide the Secretary of State with the documentation and information listed in Table 1. The Authority will be given **20 working days** from the date of issue to have the MoU signed and sent back to Project Team.
11. The Secretary of State intends to pay the Grant during **April 2022**, following receipt of the signed MoU and information listed in Table 1. If receipt of the fully completed MoU is delayed, this will delay payment.
12. The Grant is made available for use during the Funding Period.
13. At the Secretary of State's sole discretion, the Secretary of State reserves the right to determine an extension to the Funding Period beyond **31 March 2023**, should the Authority provide a request in writing no later than **3 months** before the end of the Funding Period, so by **31 Dec 2022**.
14. The Authority will ensure that any public communications it issues about the SW Competition, or the Proposal are not misleading as to the extent to which they are funded by the Secretary of State.

## SCOPE OF ACTIVITY

15. The Authority will use the Grant in accordance with the provisions of this MoU to only incur Eligible Expenditure.

16. In delivering the Proposal, Eligible Expenditure are payments properly incurred in relation to:
- a. A recipient who is an 'Eligible Household'; and
  - b. Installation of 'Eligible Measures' which aims to improve homes towards EPC C and above; and
  - c. Completed by an 'Eligible Contractor'; and
  - d. Installation is completed during the 'Funding Period'.
17. Cost of upgrades for off the gas grid homes:

The average cost caps of upgrades will be on a sliding scale according to the starting EPC band and starting heating fuel type as set out below. Where housing is owner occupied (private homeowners), no household contribution towards the costs of the upgrade will be required. Where a property is rented to a tenant by a private landlord, the landlord will be required to fund one third of the cost of upgrades, with the remaining costs provided up to the respective total cost caps outlined below.

	F & G	E	D
Electric	£20,000	£15,000	£10,000
Off Gas Grid Fossil Fuel (Oil, LPG, Coal)	£25,000	£20,000	£15,000
Park Homes (off the mains gas grid)	£15,000		

18. Where the Grant includes capital funding, accounting standards permit, in certain circumstances, the capitalisation of costs incurred when delivering the capital assets for the Proposal (for example, administrative and ancillary). The Authority will keep such costs incurred in delivering the Proposal below 15% of the HUG total Grant provided by the Secretary of State. In all other cases capital funding must not be spent on revenue.
19. The Authority will use Eligible Installers who are suitably certified as defined above.
20. Without prejudice to any other provisions of this MoU, the Authority will not use the Grant for the following purposes:
- a. For the provision of measures which are not Eligible Measures.
  - b. To fund the provision of any lending to third parties.
  - c. To replace funding for an existing project, including any staff costs for an existing project and any projects to deliver statutory obligations, although the Grant may be used to extend the geographical coverage, scope or scale of an existing project (and for additional staff costs attributable to the extension of the project).
  - d. Use for activities of a political or religious nature.
  - e. Use in respect of costs reimbursed or to be reimbursed by funding from public authorities or from the private sector.

- f. Use in connection with the receipt of contributions in kind (a contribution in goods or services as opposed to money).
- g. Use to cover interest payments (including service charge payments for finance leases).
- h. Use for entertaining (entertaining for this purpose means anything that would be a taxable benefit to the person being entertained, according to current UK tax regulations).
- i. Use to pay statutory fines, criminal fines or penalties.
- j. Use to pay for eligible costs incurred before the date of signature of this MoU by the parties; or
- k. Use in respect of Value Added Tax (VAT) that the Authority is able to reclaim from HM Revenue and Customs.

### **VALUE ADDED TAX**

21. Eligible Expenditure is net of VAT recoverable by the grant recipient from HM Revenue & Customs, and gross of irrecoverable VAT. This means that all grants are outside the scope of VAT. This grant funding to the Authority falls out of scope for VAT. This is because the provision of the Grant is not a consideration of supply for VAT purposes. If the Authority enters into a third-party contractual relationship with a supplier (per the terms of the Secretary of State issuing the Grant) and incurs non-recoverable VAT on the supply provided, the Authority should ensure this does not exceed the total Grant award. This means recoverable VAT should not be included in the Grant requested.

### **USE OF THIRD-PARTY DELIVERY PARTNERS**

22. Where the Authority is not directly responsible for delivery and instead chooses to provide funding to other public bodies (e.g., LAs), the Authority will ensure that funding provided:
- a. Addresses the primary objectives of the SW Competition targeted at low income and low EPC rated households off-the-gas-grid and on the gas grid.
  - b. Is deliverable within the timescales set out for the Funding Period.
  - c. Addresses value for money regarding the total number of homes upgraded by measure and the total administrative and management costs which will be borne by the third party.
  - d. Identifies and implements any additional value-adding elements which are aligned to the overall objectives of the SW Competition.
  - e. Is reported in line with the KPIs and reporting arrangements as set out in this MoU.
  - f. If the use of Consortia is required then appropriate considerations need to be addressed to the extent of delivery across all areas within its consortium, and the opportunities for participation by all the LAs, including those who may be less experienced and/or capable.

- g. Includes provision for the return of funding under the circumstances set out in this MoU.
- 23. For the avoidance of doubt, where the Authority provides any funding to third parties for activities undertaken during the Funding Period, it will ensure that the provisions within this MoU are included in any arrangement with these third parties.
- 24. The Authority is expected to work with these third parties to ensure that key risks are identified and managed.
- 25. In the consideration of use of Consortia, the Secretary of State acknowledges that it may not be appropriate to implement commercial contractual arrangements between the Authority and other public bodies. However, the Authority will implement ways in which other public bodies' performance during the Funding Period can be appropriately managed such that the Grant will be redistributed from third parties who are poorly performing or slow to deliver to those which are meeting their performance and delivery targets.

## **INTERACTION WITH OTHER FUNDING**

- 26. Funding LAs receive from the SW competition cannot be blended with other government schemes such as the Energy Company Obligation (ECO), Boiler Upgrade Scheme, or the Social Housing Decarbonisation Fund schemes (SHDF) for the same individual measure, although it is possible for installations to be undertaken for the same property where the installation measures are not the same. For example, a contractor delivering support to a household may be funded through HUG Phase 1 to install a heat pump and funded separately by ECO to install solid wall insulation.
- 27. The SW Competition is grant funding from public funds, therefore, for the purposes of the Renewable Heat Incentive (RHI), any funding from SW Competition for low carbon heating measures would be deducted from RHI's payments as per the RHI rules on grant funding. LAs should be aware of RHI rules, including that to be eligible for RHI the applicant must have made some financial contribution toward the cost of purchasing or installing their heating system.
- 28. The Authority will introduce controls to ensure households are not in receipt of funding derived from the SW Competition and other government schemes, apart from the RHI, on the same measure.
- 29. The Authority can, however, blend funding they receive from the SW Competition with third party finance or local authority budgets to deliver additional support to communities.
- 30. The Secretary of State will utilise data matching between schemes in order to monitor that the same measure installed in the same property is not claimed for under different schemes.

## **SUBSIDY CONTROL**

- 31. The Authority acknowledges that it will ensure that the Grant and use of it does not breach any applicable subsidy control regime.

32. To minimise the risk that a court of competent jurisdiction requires grant funding to be repaid, the Authority will:
- a. Comply with any applicable subsidy control regime in its use of the Grant and its delivery of the Proposal.
  - b. Obtain and retain all declarations and information as may be required to enable both the Authority and the Secretary of State to comply with any applicable subsidy control regime, and to provide copies of such declarations and information to the Secretary of State when required to do so.

### PROCUREMENT AND OTHER BENEFITS TO THIRD PARTIES

33. The Authority will, in delivering the Proposal:
- a. Comply with all relevant requirements of UK law relating to public procurement in force and applicable from time to time.
  - b. The Authority will give due consideration to the use of Small & Medium Enterprises (SMEs) within the supply chain and ensure contracting and sub-contracting opportunities are advertised as such to encourage participation of SME and local supply chains. BEIS has its own SME action plan, which can be found using the following link:  
  
<https://www.gov.uk/government/publications/beis-small-and-medium-enterprises-sme-action-plan>
  - c. When conducting procurement activities, the Authority will comply with the obligations under the Equality Act 2010 and its associated Public Sector Equality Duty.
  - d. The Authority will comply with the Local Government Transparency Code 2015.

### SUPPLY CHAIN MANAGEMENT EXPECTATIONS

34. The Authority acknowledges that when managing its supply chain, it should expect its suppliers and subcontractors to meet the standards set out in the Government Supplier Code of Conduct published by the HM Government on best practice expectations referenced below and be able to demonstrate such:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/779660/20190220-Supplier\\_Code\\_of\\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)

### PROMPT PAYMENT

35. In delivering the Proposal, the Authority will, unless the Secretary of State agrees otherwise in writing, pay the person from whom any goods, works or services are purchased within **30 calendar days** of receiving a valid undisputed invoice from that contractor.

- a. The Authority will also ensure this payment timeline is included within any sub-contract arrangements of the contractor.
36. The Authority will ensure that where it uses third-party delivery partners, in accordance with **paragraphs 22 to 25**, that the funding provided is also paid within **30 calendar days** of receiving a valid undisputed invoice from that contractor, or from receiving an acceptable proposal from a public body.
- a. When payment is made in accordance with **paragraph 22**, the Authority will ensure that these payment timelines are included within any sub-contractors of the third parties in accordance with **paragraph 23**.

### **MODERN SLAVERY, CHILD LABOUR AND INHUMANE TREATMENT**

37. The Authority acknowledges throughout the Grant period of delivery that it should maintain its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Suppliers and Subcontractors anti-slavery and human trafficking provisions.
38. If the Authority becomes aware of any concerns that any part of the supply chain may have breached the Modern Slavery Act 2015 then this must be reported within the Risk Management procedure and the Project team be informed instantly.

### **COMMERCIAL USE OF THE GRANT**

39. The Authority will not use the Grant, or any asset financed wholly or partly by it, to generate revenue or make a capital gain, except to the extent agreed as part of the Proposal. If the Authority does so, it will:
- a. Inform the Secretary of State immediately and in writing; and
  - b. Agree that the Grant may be reduced by the amount of that revenue or gain (as the case may be).

### **GRANT WITHDRAWAL AND REPAYMENT**

40. In accordance with **paragraphs 40 to 46**, it is the understanding of the Parties that the Secretary of State may request the Authority to repay all, or any proportion of, the Grant, together with interest (calculated in accordance with **paragraph 44**).
41. The Authority accepts that the Secretary of State may exercise these rights where the Secretary of State:
- a. Is required to cease grant funding or to recover all, or any proportion, of the Grant or any other amount by virtue of a decision of a court or other competent authority.
  - b. Has reasonable grounds to consider that the payment of the Grant, or the Authority's use of it, contravenes any requirement of law, in particular (but without limitation) law relating to subsidy control; or
  - c. Has reasonable grounds to consider that the Grant was irregularly obtained or spent in a way that does not meet the SW Competition outcomes or other requirements referred to in **paragraphs 15 to 20**.
  - d. Has reasonable grounds to consider that corrective action by the Authority is either not suitable or timely in the implementation and the conditions in **paragraph 54** are met.

42. When exercising these rights, the Secretary of State will notify the Authority of the grounds concerned and as far as possible, consider the Authority's representations made within any reasonable timeframe required by the Secretary of State.
43. A decision by the Secretary of State to ask the Authority to repay the Grant will be communicated by letter, and the Authority will make that repayment within **30 calendar days** of the date of that letter or within any later reasonable timeframe agreed by the Secretary of State in writing.
44. Where the Secretary of State requests repayment, interest will be calculated from the date of the Grant payment, in accordance with:
  - a. the retail prices index over the relevant period (that index being taken as 0% for any period during which the index is negative); or
  - b. any other rate required by law in the circumstances if it is higher.
45. Where the Authority does not make the relevant payment within the timeframe specified in **paragraph 43**, further interest on the outstanding sum (inclusive of interest already charged under **paragraph 44** will accrue, after that deadline, at the statutory rate of interest under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any other rate required by law in the circumstances if it is higher).
46. Should the Secretary of State not exercise their options under **paragraph 41** or delay in doing so, this will not constitute a waiver of those options unless the Secretary of State confirms such a waiver in writing. Furthermore, any such written waiver will not be taken as a precedent for any other, or subsequent, circumstances.

## **SUSPENSION**

47. The Secretary of State may suspend payment of the Grant where:
  - a. One of the grounds in **paragraph 41** arises.
  - b. The Secretary of State has reasonable cause to believe that one of those grounds may have arisen, or is likely to arise; or
  - c. One of the provisions of this MoU is not met by the Authority.
48. In the case of any suspension, unless the Secretary of State confirms a contrary agreement in writing:
  - a. The Authority will continue to comply with the requirements of this MoU including any deadlines occurring during the period of suspension; but
  - b. The Authority will not make any further use of the Grant until the Secretary of State has authorised continued use of the Grant in writing.
49. The Authority will inform the Secretary of State immediately in writing, if it has any concerns that any of the grounds in **paragraph 41** might arise.

## **AGREED USE OF UNDERSPEND**

50. In the event that the Authority, including those operating as a lead Authority within a Consortium, considers that it will not be able to use, or does not use, all the Grant to secure delivery of the Proposal by the end of the Funding Period:

- a. The Parties will work together to agree how the Authority will spend any unspent Grant funding in line with the expected outcomes of the SW Competition.
- b. The Secretary of State reserves the right to determine an extension to the Funding Period, should the Authority provide a request in writing to do so as per **paragraph 13**.
- c. If the Parties are unable to reach an agreement described in sub-paragraph (a), the Authority agrees to promptly repay the unspent Grant and, in any event, no later than **30 calendar days** after the final reporting date.
- d. Final reports would consist of the project closure letter, signed declaration and final monthly report to be presented by the **28 April 2023**.

## GOVERNANCE

51. On a monthly basis, the Authority will provide a report to the Project Team covering the period from the first to last day of the month on or before the **10<sup>th</sup> working day** of the subsequent month (the "Monthly Report"). For example, the report covering the delivery period of **1 - 31 May 2022** will be required to be submitted by the **10<sup>th</sup> working day of June 2022**. This will need to include inputs as required from local authorities within the Authority's consortium, where applicable. At a minimum, the Authority will provide:
  - a. an update of the Authority's progress against each Key performance Indicator (KPI).
  - b. an update on overall delivery confidence assessment as described in **paragraphs 75 and 76**.
  - c. top 5 risks, issues and incidents of fraud; and
  - d. any items the Authority wishes to escalate to BEIS.
52. Should the Project Team identify in the Monthly Report a significant variation in the Authority's performance against their targets stipulated in relation to the KPIs, the Project Team, on behalf of the Secretary of State, may request a recovery plan detailing the interventions required to recover the project(s).
53. The Project Team will determine if the interventions detailed in the recovery plan provide confidence of project recovery. If necessary, the Project Team will provide further recommendations to address areas of concern. The Project Team and the Authority will jointly agree a timescale to implement the interventions.
54. Should the Authority need to action the (a) interventions of the KPIs being met, and fail to see project(s) recovery, or (b) report any of the Top Fraud Risks and (c) fail to implement the interventions necessary regarding corrective action, this will be escalated to the Project Board, who may recommend the claw back of funds, if the corrective action is either not suitable or timely in the implementation.
55. The Project Team and the Authority may seek to have a regular monthly meeting to discuss the progress of delivery of the Proposal and any issues arising from the Monthly Report. Where applicable, the Project Team will issue the agenda and relevant actions from these meetings. At a minimum, the Authority will provide everything listed in **paragraph 51** to the Project Team.

56. The Project Team and the Authority may agree to schedule ad-hoc meetings outside of the monthly meetings. These requests will be considered on a case-by-case basis and reasonable notice will be provided, as well as a proposed agenda.

## **CHANGE REQUESTS AND VARIATIONS**

57. BEIS expect the Authority to do all they can to deliver against the forecast set out in their approved SW bid and /or agreed in their MoU. In the event, that the Authority cannot deliver the same upgrades to the number of homes they originally forecasted or if there is any other deviation from their original bid or their MoU, they must notify the Project Team via their allocated Account Manager as soon as possible by using the change request process as set out by BEIS. Further details of the process including relevant guidance and templates will be shared at the start of the delivery period. A formal change request must be submitted as soon as a possible and at least no later than **3 months** before the end of the Funding Period.
58. The Project Team will manage the process within BEIS and co-ordinate all changes requested by the Authority. The Project Team will validate the change request by asking the Authority to directly discuss the details within the change request before progressing it to further decision-making process. BEIS will seek to respond within **10 working days**.
59. The Authority when submitting the change request must consider the following requirements for change requests:
- a. Take a 'worst-first' when considering which homes are identified for upgrade. This means treating homes with the lowest EPC ratings as a priority (EPC Bands E, F, G rather than Band D homes).
  - b. That the Authority follows a fabric-first approach when considering installation of measures, and any installations proposed should follow the recommendations of the Retrofit Co-ordinator. A Retrofit Coordinator is the individual who will be responsible for overseeing the assessment of dwellings as well as the subsequent specification, monitoring, and evaluation of energy efficiency measures, in accordance with PAS 2035. Their job is to comply with PAS 2035 and ensure quality is maintained throughout. This means maximising the proportion of insulation and clean heat measures installed (measures including SWI, CWI and LI, and heat pumps) and limiting the proportion of other measures (measures such as Solar PV/thermal, windows and doors).
60. No variation of this MoU will be effective unless it is agreed in writing and signed by both Parties. This does not prevent either Party making reasonable changes in relation to the administrative arrangements in the MoU (such as contact details) by notice in writing to the other Party, without such agreement in writing signed by both Parties. In the event that the approved change request shows that the Authority will not be able to utilise the allotted grant allocation, even with a recovery plan, then the Authority will work with the Project Team to identify any resulting underspend and facilitate the prompt return of that underspend to BEIS.

## RISK MANAGEMENT

61. The Authority agrees to provide assurance that risks in relation to the Proposal have been identified and mitigated. The Authority will complete the Risk Register in **Annex 4** and return it to the Secretary of State as part of their MoU submission.
62. In providing assurance about the management of risks, the Authority will identify risks and issues which arise from its own activities and those which arise from third parties, including those delivering measures or services under the scheme and those referring potential scheme recipients or otherwise publicising the scheme.
63. As part of the Monthly Report, the Authority will report the status of the risks and issues identified within the Reporting and whether any new risks or issues have emerged. The report will also provide a statement as to whether risk management is effective and whether any remedial action is necessary and, if so, the Authority is required to follow the process set out in the change process **Annex 11**. The Authority will share both the risks it is managing, and risks raised by local authorities or any other third-party delivery partners.
64. As soon as it becomes apparent to the Authority or the Project Team that a risk will significantly impact on the delivery of the Proposal, the Project Team and the Authority will provide a Recovery Plan and notify the Account Management Team to work through the recommendations to address the concerns and if needed, will propose a change request as stated in **Annex 11** to any variation.

## FRAUD

65. As part of the delivery of the Proposal, the Authority will be responsible for carrying out or arranging for the reasonable ongoing due diligence, controlling, monitoring, reporting, as well as managing any specific cases of suspected or identified fraud.
66. The Secretary of State has specified that all Authorities funded through the SW Competition should, at a minimum, have a robust Fraud Risk Assessment (FRA) in place (see **Annex 5**), with mitigating counter fraud actions, to provide assurance about the management of fraud risks. The Authority agrees to provide a completed FRA to the Secretary of State upon request.
67. The Authority acknowledges it should implement controls, considering the following options listed when doing so and BEIS should retain the right to inspect the robustness of controls to reduce the risk of fraud where possible:
  - a. Implementing strategies regarding Counter Fraud, Bribery and Corruption.
  - b. Staff awareness through training and educating all employees on fraud risk and appropriate action to take if fraud is suspected.
  - c. Aiming to design fraud out of the Authority's stages of the grant process.
  - d. Through regular risk assessments throughout the Projects time frame.

- e. The use of the Authority's Audit officer to proactively look for the potential fraud.
  - f. Appropriate whistleblowing arrangements to support the reporting of fraud.
  - g. Regular site visits regarding oversight of the delivery implementation.
68. In accordance with **paragraphs 65** and **66**, incidents of fraud will continue to be reported monthly throughout the Funding Period.
69. The Authority will inform the Project Team at the earliest opportunity of any reports it has received or identified relating to any suspected fraudulent activity relating to the delivery of the Proposal and include a summary of investigative and/or corrective action.

## PERFORMANCE

70. During the Funding Period, the Authority will provide the information (described as Authority responsibilities in the table below) to the Project Team in their Monthly Report submission in relation to the KPI targets described in the table below and as further stipulated in the Proposal (attached as **Annex 7**).
71. To measure performance, the Project Team will assess performance levels against the monthly target forecast (from the grant assessment proposal) given by the Authority as a benchmark in accordance with the levels set out in the table below. All forecasted figures against the KPIs will be reviewed to consider risks around deliverability.
72. KPIs 1a, 1b, 2a, 2b and 4 should reflect the figures of the reporting month provided to BEIS within **10 working days** of reporting month end. KPI 3 should reflect the figures of the reporting month, at the month end.
73. If the Authority fails to provide their monthly report submission on or prior to the reporting deadline, KPIs 1a, 1b, 2a, 2b, 3 and 4 (reporting on the previous month) within **10 working days** after the last day of the previous month, then the following reminders will be sent and escalated:
- a. **First Reminder (1 Working Day late)** - Project Team will alert the Authority via email to submit the information.
  - b. **Second Reminder (2 Working Days late)** - Project Team will alert the Authority via a call and email to submit the information.
  - c. **Third Reminder - Escalated (3 Working Days Late)** - Email from Project Director to CEO to explain that monthly reports have not been submitted in a timely fashion as agreed within the MoU, seeking explanation and date when the information will be forthcoming.
  - d. **Fourth and Final Reminder - Further Escalated (5 or More Working Days Late)** - Email from SRO to CEO to explain that monthly reports have still not been submitted in a timely fashion as agreed within the MoU, seeking explanation, date when the information will be forthcoming and any other actions.

74.

Sustainable Warmth KPIs				
Key Performance Indicators	Data & Reporting	Timing	Performance Level Ratings	Benchmark
<p><b><u>KPI 1a: PLANNING</u></b></p> <p>Number of houses validated and scheduled in to receive measures within the 3-month period (in period scheduling rather than installation).</p>	<p><b>Authority responsibilities</b> - To provide the monthly report using the Monthly Reporting Template.</p> <p><b>Project Team responsibilities</b> - To calculate the rolling 3-month average. Calculation purpose to compare actual to forecast and to give a forward directional look to the project.</p>	<p>Report the current Month (return to BEIS <b>within 10 days</b> of Month end)</p>	<p><b>1.) GREEN (ACCEPTABLE) - Less than 10% variation</b></p> <p><b>2.) AMBER (ACTION REQUIRED) - 11% - 40% variation</b></p> <p><b>3.) RED (AT RISK) - 41% - 100% variation</b></p>	<p><b>90-100% Scheduled (GREEN - Less than 10% variation)</b></p>
<p><b><u>KPI 1b: PLANNING</u></b></p> <p>Cumulative number of houses validated and scheduled in to receive measures within the to Date period (in period scheduling rather than installation).</p>	<p><b>Authority responsibilities</b> - To provide the monthly report using the Monthly Reporting Template.</p> <p><b>Project Team responsibilities</b> - To calculate the cumulative to date view once data received from LA. To compare actual to forecast.</p>	<p>Report the current Month (return to BEIS <b>within 10 days</b> of Month end)</p>	<p><b>1.) GREEN (ACCEPTABLE) - Less than 10% variation</b></p> <p><b>2.) AMBER (ACTION REQUIRED) - 11% - 40% variation</b></p> <p><b>3.) RED (AT RISK) - 41% - 100% variation</b></p>	<p><b>90-100% Scheduled (GREEN - Less than 10% variation)</b></p>

<p><b><u>KPI 2a: DELIVERY</u></b></p> <p>Number of homes with the installation of all measures completed within month.</p>	<p><b>Authority responsibilities</b> - To provide the monthly report using the Monthly Reporting Template.</p> <p><b>Project Team responsibilities</b> - To calculate the monthly comparability actual to forecast.</p>	<p>Report the current Month (return to BEIS <b>within 10 days</b> of Month end)</p>	<p><b>1.) GREEN (ACCEPTABLE)</b> - Less than 10% variation</p> <p><b>2.) AMBER (ACTION REQUIRED)</b> - 11% - 40% variation</p> <p><b>3.) RED (AT RISK)</b> - 41% - 100% variation</p>	<p><b>90-100% Fulfilled (GREEN - Less than 10% variation)</b></p>
<p><b><u>KPI 2b: DELIVERY</u></b></p> <p>Cumulative number of homes with the installation of all measures completed compared to the cumulative forecast.</p>	<p><b>Authority responsibilities</b> - To provide the monthly report using the Monthly Reporting Template.</p> <p><b>Project Team responsibilities</b> - To calculate the cumulative to date view once received data from LA and to compare actual to forecast.</p>	<p>Report the current Month (return to BEIS <b>within 10 days</b> of Month end)</p>	<p><b>1.) GREEN (ACCEPTABLE)</b> - Less than 10% variation</p> <p><b>2.) AMBER (ACTION REQUIRED)</b> - 11% - 40% variation</p> <p><b>3.) RED (AT RISK)</b> - 41% - 100% variation</p>	<p><b>90-100% Installations Completed (GREEN - Less than 10% variation)</b></p>
<p><b><u>KPI 3: REPORTING</u></b></p> <p>Submission of Performance Monitoring Data Monthly Report in an accurate and timely manner.</p>	<p><b>Authority responsibilities</b> - To provide the monthly report using the Monthly Reporting Template.</p> <p><b>Project Team responsibilities</b> - To calculate the days late and for the system to flag gaps that need to be filled in.</p>	<p>Monthly (at the Month end)</p>	<p><b>1.) GREEN (ACCEPTABLE)</b> - 0 days late</p> <p><b>2.) AMBER (ACTION REQUIRED)</b> - 1 - 2 days late</p> <p><b>3.) RED (AT RISK)</b> - 3 days + late</p>	<p><b>100% complete and 0 days late</b></p>
<p><b><u>KPI 4: VALUE</u></b></p> <p>Actual funds spent (Capital, Admin &amp; Ancillary costs – full Grant value) versus forecast within given month.</p>	<p><b>Authority responsibilities</b> - To provide the monthly report using the Monthly Reporting Template.</p> <p><b>Project Team responsibilities</b> - To compare actual to forecast.</p>	<p>Report the current Month (return to BEIS <b>within 10 days</b> of Month end)</p>	<p><b>1.) GREEN (ACCEPTABLE)</b> - Less than 5% variation</p> <p><b>2.) AMBER (ACTION REQUIRED)</b> -</p>	<p><b>95-100% Fulfilled (GREEN - Less than 5% variation)</b></p>

			<p>6% - 15% variation</p> <p>3.) Red (AT RISK) - 16% - 100% variation</p> <p>Benchmarks maybe challenged if cost savings transpire versus the original forecasts, however the volume of homes, number of measures and measure mix should stay the same. If this occurs, then the Authority must inform the BEIS project team.</p>	
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75. The Project Team will conduct a mid-term review to assess the overall performance of the Authority. The Authority will provide an update on delivering the outcomes for the Funding Period in line with their Proposal and this MoU. The Project Team will produce a Delivery Confidence Assessment (DCA), based on this update and the information from performance levels from monthly reports in accordance with **paragraph 51**. In the event that the mid-term review shows the Authority will not be able to utilise the allotted grant allocation, then the Authority will work with the project team on recovery to identify any resulting underspend and facilitate the prompt return of that underspend to BEIS.

76. The DCA will be conducted in accordance with the below.

DCA	Example Description
Green	Project will deliver its full scope within the timescale agreed.
Green/Amber	While there are risks to the project, these are being effectively managed, and delivery is still expected to be achieved to time and scope.
Amber	Project no longer expects to deliver the full scope within the timescale agreed. Corrective action(s) to improve performance should be identified and discussed with BEIS.

<b>Amber/Red</b>	Project delivery is at risk and corrective actions are not currently sufficient. There are severe risks threatening delivery of the project. This rating can also be used in other damaging circumstances such as when significant fraud has been perpetrated. A recovery plan may be required and/or projected underspend returned to BEIS.
<b>Red</b>	Project will not deliver the full scope within the specified timescales. A recovery plan would be requested and/or anticipated underspend returned to BEIS.

## MONITORING, EVALUATION AND AUDIT

77. The Authority will support all activities in relation to monitoring, evaluation and audit. The Authority will:
- a. Respond fully, truthfully and promptly to any enquiries the Secretary of State, or the Comptroller and Auditor General, or their representatives, may make about the Proposal or the use of the Grant and provide any information and evidence reasonably requested, including by providing a statement of usage of the Grant (at such times, and in such form, as they may reasonably specify).
  - b. Allow the Secretary of State, the Comptroller and Auditor General, and their representatives, access to all relevant documents and records, and reasonable access for inspecting any relevant site.
  - c. Where requested, ensure that any information or evidence provided to the Secretary of State, the Comptroller and Auditor General, or their representatives, is audited by an identified and independent reporting accountant or otherwise confirmed or verified by a person of such other relevant expertise as they may reasonably specify; and
  - d. Give reasonable assistance to the Secretary of State or the Secretary of State's contractors to carry out work in connection with the Grant throughout delivery of the Proposal and up to two years after completion of the Proposal, for example as part of the Secretary of State's ongoing monitoring and evaluation commitments.
  - e. Cooperate with BEIS contractors on related evaluation projects (e.g., the Green Homes Grant Local Authority Delivery scheme (GHG-LAD), the Home Upgrade Grant (HUG), the Smart Meter Enabled Thermal Efficiency Ratings (SMETER) Innovation Programme and cooperate with the Secretary of State's appointed advisers.
  - f. Provide a monthly report to BEIS via the secure Data Management System, containing a text description of that month's overall delivery progress, risk and issues encountered, evidence of due diligence to manage fraud risk and data on progress against each KPI (see **paragraph 74**).
  - g. Provide monthly record-level management information data on the status and characteristics of each installation delivered via the same platform. Please see Annex 8b for an example of the template we will provide for the submission of these reports. Further information is provided within the guidance document.
  - h. Include these data collection requirements in all relevant contracts with installers and delivery partners, ensuring they understand and accept them. Make available

our standardised Privacy Notice (see **Annex 6**) to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements. Where explicit consent is required from data subjects, use either BEIS's consent statement (see **Annex 10**) or functional equivalent to capture this consent and maintain logs of this in your data as per the requirements.

- i. Agree and sign a standardised Data Sharing Agreement (provided separately) between the Authority and the Secretary of State prior to the transfer of the above data.
- j. Demonstrate sufficient staffing resource in funding applications to manage the above requirements to an effective level of quality and maintain this level of resource for the full project duration.

## **RECORD KEEPING**

78. The Authority will keep for **10 years**, records relating to any spending funded (or defrayed) by the Grant. Such records should indicate:
- a. The identity of any third party concerned and their business.
  - b. The amounts any third party has been given.
  - c. The purpose for which the money was spent.
  - d. Evidence that contracts have been awarded in accordance with public procurement law where they are required to be; and
  - e. Details of and information relating to any significant sub-contracting by the Authority.

## **DATA PROTECTION**

79. In so far as it is possible to do so in accordance with the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR) and the Market Research Society Code regarding the collection and use of personal data for research and statistical purposes and all other law, the Authority agrees to collect information for evaluation and reporting purposes (referred to below as "the Information") in a way which:
- a. Allows it to share the Information with BEIS, in accordance with the principles set out in the Data Sharing Agreement (provided separately) and as referenced in the Monitoring, Evaluation and Audit section of this MoU.
  - b. Allows BEIS to share the Information with any of its research or evaluation service providers.
  - c. Allows BEIS to use the Information for research and statistical purposes (this does not include publishing the Information in a way that identifies individual households) provided always that BEIS complies with the provisions of the Data Protection Act 2018 and UK GDPR.
  - d. Allows BEIS to keep names and contact details of the local authority and its delivery partners on file for use in the in-house CRM system to enable better relationship management (see the LA privacy notice in **Annex 9**).

## **FREEDOM OF INFORMATION**

80. The Parties may be obliged to disclose information relating to the SW Competition, the Grant, and the Proposal under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 or under another requirement of law.
81. The Parties will assist and cooperate with each other as reasonably requested to facilitate compliance with those requirements.
82. In the event that the Secretary of State provides information in response to a request for information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, the Secretary of State may make that response publicly available for the purposes of transparency.

## **INTELLECTUAL PROPERTY**

83. In undertaking the Proposal, the Authority will not infringe the intellectual property rights of any third party.
84. Where the Proposal gives rise to the generation of any intellectual property, the Authority will not subsequently seek to make profit from the use of such intellectual property, for example through the grant of licences.
85. Unless otherwise agreed by the Secretary of State, the Authority will allow the Secretary of State royalty free use of any intellectual property created whilst delivering the Proposal.

## **COMPLIANCE WITH THE LAW**

86. The Authority will comply with all laws and regulatory requirements when delivering the Proposal (including, without limitation, compliance with all laws and regulatory requirements relating to public procurement and subsidy control).
87. In signing this MoU, the Authority confirms that use of the Grant for the purpose of the Proposal and in accordance with the MoU is in compliance with all laws and regulatory requirements.

## **ANTI-DISCRIMINATION**

88. The Authority will comply with the requirements of the Equality Act 2010 and avoid any unlawful discrimination.

## **RESPONSIBILITY FOR EMPLOYEES, CONTRACTORS, AGENTS AND PARTNERS**

89. The Authority will ensure that its employees, contractors, agents, partners and other local authorities or organisations it works with in delivering the Proposal (whether or not as part of a Consortium) comply with the commitments and principles set out in the MoU and will be responsible for any failure by them to meet those commitments and principles.

## **WARRANTIES**

90. The Authority warrants that:
  - a. It has full capacity and authority to deliver the Proposal and to enter into this MoU.

- b. It will obtain any consents necessary to undertake the Proposal.
- c. The information and evidence in its Proposal remains true, complete and accurate, and that its circumstances have not materially changed since submitting its Proposal.
- d. It does not know of the existence of any circumstances which might materially and adversely impact on its ability to undertake the Proposal or observe the provisions and principles of this MoU.
- e. If the Authority chooses to use electronic signing, then this will be done through secure means only.

### **LIMITATION OF LIABILITY**

91. The Authority confirms that the Secretary of State's liability to the Authority is limited to payment of the Grant (subject to the Authority meeting the commitments and principles of the MoU and its Annexes and to the Secretary of State's rights set out therein). The Authority remains entirely responsible for its risks and liabilities in undertaking the Proposal, and the Secretary of State will have no liability for any consequence, direct or indirect, that may arise through the Authority's undertaking of the Proposal or its use of the Grant.

### **ASSIGNMENT**

92. The Authority will not assign or otherwise transfer to any other person the benefit of the Grant or any other benefit arising by virtue of this MoU without the approval in writing of the Secretary of State.

### **STATUS**

93. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MoU. The Parties do, however, enter the MoU intending to honour all their commitments under it.
94. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership, joint venture or relationship of employment between the Parties, constitute either party as the agent of the other party, nor authorise either of the Parties to make or enter any commitments for or on behalf of the other party. Accordingly, the Authority will not hold itself out as having any such relationship with the Secretary of State.

### **FURTHER FUNDING**

95. The Secretary of State is under no obligation to provide the Authority with any further funding in respect of the Proposal or for any other purpose. Performance under this MoU may be considered in decisions relating to use, return or redistribution of underspend or the distribution of further funding.

### **REFERENCES**

96. In this MoU references to legislation are to that legislation as amended or re-enacted from time to time (including any amendment or re-enactment having taken place before the date of this MoU).

### **NOTICE AND COMMUNICATIONS**

97. The Authority will be able to contact BEIS using the following email address:

[sustainable.warmth@beis.gov.uk](mailto:sustainable.warmth@beis.gov.uk)

98. The Authority’s day to day contacts for the Department are:

NAME	ROLE	EMAIL
Zelita Diei-Yoa	Project Manager/Main Contact	<a href="mailto:zelita.dieiyoa@beis.gov.uk">zelita.dieiyoa@beis.gov.uk</a>
Tony Michaels	Senior Project Manager	<a href="mailto:tony.michaels@beis.gov.uk">tony.michaels@beis.gov.uk</a>
Karli Conn	Communications Lead	<a href="mailto:karli.conn2@beis.gov.uk">karli.conn2@beis.gov.uk</a>
Shaun Garvey	Deputy Director	<a href="mailto:shaun.garvey@beis.gov.uk">shaun.garvey@beis.gov.uk</a>
Selvin Brown	SRO	<a href="mailto:selvin.brown@beis.gov.uk">selvin.brown@beis.gov.uk</a>

FINAL

## ESCALATION

99. If the Secretary of State or the Authority has any issues, concerns or complaints about the SW Competition, or any matter in this MoU, that party will notify the other party and the parties will then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within **21 calendar days**, the matter will be escalated to the senior management teams of both parties, which will decide on the appropriate course of action to take. If the matter cannot be resolved by the senior management teams within **60 calendar days**, the parties will consider mediation as an alternative dispute resolution process.
100. If a party receives claims made by a supplier or requests for information made under the Freedom of Information Act 2000 in relation to the SW Competition, that party will promptly inform the Project Board (or its nominated representatives) of the matter.

F E M N A L

**Signed for and on behalf of the Secretary of State.**

Signature:



Name:

Steph Hurst

Position:

Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy

Date:

21/02/2022

**Signed for and on behalf of the Authority.**

Signature:



Name:



Position:



Date:



**DOCUMENTS TO BE PROVIDED****Table 1:** Documentation to be provided by the Authority before the Grant will be released and once the LAs have been notified that their applications have been successful.

What needs to be provided?	Annex
A signed copy of this MoU	This document
A signed copy of the Section 151 or Section 73 Officer declaration	Annex 1
A completed and signed Grant Claim Form including Bank Details (AP1A Form)	Annex 3
A completed Risk Register	Annex 4
A completed Fraud Risk Assessment (FRA)	Annex 5
A completed and signed copy of the Data Sharing Agreement	Provided separately
A completed Oracle LA Registration Set-up Form	Annex 12

**Table 2:** Additional documentation to be completed or acknowledged by the Authority as required.

Additional documentation	Annex
A signed copy of the Section 31 Grant Determination Notice (by <b>28 April 2023</b> at the latest)	Annex 2
Scheme Participation Privacy notice	Annex 6
Approved Application Proposal (From the Authority's submission and approved through the Assessment Stage of the Grant application process)	Annex 7
Monthly Report and Data Collection (monthly requirement for Authority as stated in KPI)	Annexes 8a & 8b
LA Privacy Notice	Annex 9
Scheme Participant Privacy notice guidance	Annex 10
Change Request Form	Annex 11

## Annex 1: Section 151 or Section 73 Officer Declaration

In my position as the Section 151 or Section 73 Officer for South Derbyshire Council, I confirm that:

- a) South Derbyshire Council will accept the grant funding that has been offered through the Home Upgrade Grant Phase 1.
- b) The information and evidence pertaining to this grant claim is complete, true and accurate.
- c) South Derbyshire Council will ensure the delivery of the Services in accordance with the terms of the Proposal; and
- d) South Derbyshire Council will comply with the provisions of the Memorandum of Understanding in connection with its delivery of the Proposal.

Signature:

[REDACTED]

Name:

[REDACTED]

Position:

[REDACTED]

Date:

[REDACTED]

## Annex 2: Grant Determination

### **DETERMINATION (2022/23): 31/5947**

The Secretary of State for Business, Energy & Industrial Strategy (“the Secretary of State”), in exercise of the powers conferred by section 31 of the Local Government Act 2003, makes the following determination:

#### **Citation**

1) This determination may be cited as the Home Upgrade Grant Phase 1 Extension Determination (2022/23) 31/5947.

#### **Purpose of the grant**

2) The purpose of the grant is to provide support to Local Authorities in England towards expenditure lawfully incurred or to be incurred by them.

#### **Determination**

3) The Secretary of State determines as the authorities to which grant is to be paid and the amount of grant to be paid, the authorities and the amounts set out in Part A.

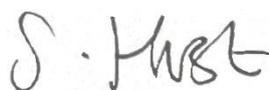
#### **Grant conditions**

4) Pursuant to section 31(3) and 31(4) of the Local Government Act 2003, the Secretary of State determines that the grant will be paid subject to the conditions in Part B.

#### **Treasury consent**

5) Before making this determination in relation to local authorities in England, the Secretary of State obtained the consent of the Treasury.

Signed by authority of the Secretary of State for Business, Energy & Industrial Strategy



Steph Hurst

Deputy Director, Energy Efficiency and Local, Department for Business, Energy & Industrial Strategy

## Part A of the Grant Determination

Authority to which	Amount of grant
grant is to be paid:	to be paid:
South Derbyshire Council	£840,800.00

## Part B of the Grant Determination

### GRANT CONDITIONS

1. Grant paid to a Local Authority under this determination may be used only for the purposes that a capital receipt may be used for in accordance with regulations made under section 11 of the Local Government Act 2003.

2. The Chief Executive and Chief Internal Auditor of each of the recipient Authorities are required to sign and return to the Team Leader of the Energy Efficiency and Local Division of the Department for Business Energy and Industrial Strategy a declaration, to be received no later than **28 April 2023**, in the following terms:

“To the best of our knowledge and belief, and having carried out appropriate investigations and checks, in our opinion, in all significant respects, the conditions attached to Home Upgrade Grant Phase 1 Extension No 31/5947 have been complied with”.

3. If an authority fails to comply with any of the conditions and requirements of **paragraphs 1 and 2**, the Secretary of State may-

(a) reduce, suspend or withhold grant; or

(b) by notification in writing to the authority, require the repayment of the whole or any part of the grant.

4. Any sum notified by the Secretary of State under **paragraph 3 (b)** shall immediately become repayable to the Secretary of State.

Chief Executive Signature: [REDACTED]

Date: [REDACTED]

Chief Internal Auditor Signature: [REDACTED]

Date: [REDACTED]

## Annex 3: Grant Claim Form

SECTION 1 REQUESTER DETAILS	
Local Authority	[REDACTED]
Bank Details	[REDACTED]
Purchase Order Number	[REDACTED]
Contact Name	[REDACTED]
Telephone Number	[REDACTED]
Email Address	[REDACTED]

SECTION 2 CLAIM DETAILS	
Home Upgrade Grant Phase 1 Total to be Claimed	[REDACTED]
Date of Claim	[REDACTED]
Claims may include VAT that the authority is not able to reclaim from HM Revenue & Customs or not likely to become able to claim.	

SECTION 6: SENIOR LOCAL AUTHORITY OFFICER'S DECLARATION
<p>I confirm that I have considered the Authority's Proposal (included Proposal included as <b>Annex 7</b> of the MoU) against which this Grant claim is made, as well as the principles set out in the Memorandum of Understanding for the Sustainable Warmth Competition, and that:</p> <p>a. The information and evidence pertaining to this Grant claim is complete, true and accurate.</p> <p>b. We will comply with the principles set out in the Memorandum of Understanding.</p> <p>Signed: [REDACTED]</p> <p>Printed name: [REDACTED]</p> <p>Position: [REDACTED]</p> <p>Date: [REDACTED]</p>

## Annex 4: Risk Register

### RISK MANAGEMENT

This annex consists of

- a. A risk register is to be completed as part of the monthly reporting by the Authority, in relation to the specified risks in relation to completion of KPI's and the Authorities Performance and any other risks it believes are relevant to the scheme.
- b. A risk rating matrix to assist with scoring risks; and
- c. An explanation of the risk rating colours.

### RISK REGISTER

A template will be provided separately, to the Authority, as part of the monthly reporting, in tab 'Performance Monitoring (KPI's)'. A workshop will also be provided, to the Authority, prior to delivery.

Risk														Event				Other Event Report (if any)			Other			
Risk ID	Risk Name	Risk Category	Risk Mitigation Action	Risk Rating	Risk ID	Risk Name	Risk Category	Risk Mitigation Action	Risk Rating	Risk ID	Risk Name	Risk Category	Risk Mitigation Action	Risk Rating	Risk ID	Risk Name	Risk Category	Risk Mitigation Action	Risk Rating	Description	Investigation	Action/To Mitigate	Is there any additional information you wish to bring to our attention?	Good News/Clarification
<small>Indicate the top 10 risks in the register by highlighting the top 10 risks in the register. This is to ensure that the register is clear and easy to read.</small>														<small>Indicate the top 10 risks in the register by highlighting the top 10 risks in the register. This is to ensure that the register is clear and easy to read.</small>				<small>Indicate the top 10 risks in the register by highlighting the top 10 risks in the register. This is to ensure that the register is clear and easy to read.</small>			<small>Indicate the top 10 risks in the register by highlighting the top 10 risks in the register. This is to ensure that the register is clear and easy to read.</small>			

## RISK RATING MATRIX

RAG rating is demonstrated in the following grid set out in departmental guidance:

		PROBABILITY				
		Very Low	Low	Medium	High	Very High
SEVERITY	Very High	Orange	Orange	Red	Red	Red
	High	Light Green	Orange	Orange	Red	Red
	Medium	Green	Light Green	Orange	Orange	Orange
	Low	Green	Green	Light Green	Light Green	Light Green
	Very Low	Green	Green	Green	Green	Green

## KEY REFERENCE

Red = Red

Orange = Amber/Red

Light Green = Amber/Green

Green = Green

## Annex 5: Fraud Risk Assessment Template

The Authority will be required to report all instances of fraud.

Please see the section on Fraud (**paragraphs 65 to 69**) for the details of the report contents.

No.	Description of Fraud Risk	Description and Assessment of Countermeasures in Place	Description of Residual Risk	Assessment of Residual Risk (Scores)						Total Risk Score	Rationale &/or Evidence Used for Risk Assessment Scores	Risk Owner Decision	
				Likelihood of Occurrence	Likelihood of Frequency	Likelihood - Total Score	Impact - Duration of Fraud	Impact - Materiality	Impact - Total Score			Residual Risk - Tolerated (Y/N)	Additional Planned Action
Guidance for Completing	Describe identified fraud risk using the Actor, Action, Outcome format.  Actor: Who commits the fraud (may be a single individual or one or more individuals); Action: What the fraudulent action is; Outcome: What is the resulting impact or consequence(s). This will be mainly financial, but consider whether other aspects are relevant such as: reputational; social; physical harm; environmental; national security.	For the purposes of these FRA's we are using the term 'countermeasures' rather than 'controls'. This recognises that in an crisis / emergency situation the over-riding need is to get the aid and support out to those who need it. Therefore actions in place to prevent or detect fraud are likely of necessity to be low-friction in nature.  Step 1: Identify counter-measures that have a role to play in mitigating the risk in question. Step 2: Identify the nature of each counter measure - is it Directive (e.g. Guidance); Deterrent (designed to put people off of fraud); Preventative (designed to stop fraudulent claims being processed); Detective (detecting fraud/error after payment); Corrective (actions to make post-payment corrections). Step 3: Describe what each counter-measure actually does to mitigate the risk and how it operates - not just the name of the control. Also describe what the identified counter measure doesn't do in relation to mitigating the risk.	The purpose here is to use the identified limitations with the counter-measures to describe how fraud could still happen with counter-measures in place. Start your description with the words: "Fraud could still happen because..."  Step 1: Summarise the overall limitations identified with the counter-measures and explain the various ways that this could still allow fraud to happen  Step 2: Describe the various ways that fraudsters could exploit weaknesses in the counter-measures or invent ways to circumvent the counter-measures.  Note: The assessment of residual risk should not take into account counter-measures that are planned until they are actually operating.	How likely is it that this fraud will occur.	How frequent (numbers of instances) do you think will occur within spend area.  Assess the ability of the counter-measures to deter or prevent fraud.	Add together scores for occurrence and frequency and divide by 2.	Consider: possible duration of any single instance of fraud - can it be continuously repeated over a duration of time.  Assess the ability of counter-measures to detect fraud.	Consider: materiality and reputational damage.  Refer to your 'Outcome' assessment.	Add together scores for duration and materiality and divide by 2.	How many risk score is derived by multiply likelihood by impact. This gives potential scores in range of 1 - 25.  To maintain a similar range we add together each score for likelihood and impact.	Document your rationale and evidence used for each score given for Occurrence; Frequency; Duration and Materiality.  Record if there is any element of subjectivity in your assessments.  Also record if there any limitations of the evidence base used to complete the FRA.	Yes / No  - Driver for discussion about risk tolerance with risk owner and senior managers.	controls that are planned but not yet in place. Ensure that discussions have been held with the "Counter-Measures team" within the Counter-Fraud Centre of Expertise before discussing options with the Risk Owner.  - Treat (plan additional low friction counter-measures); - Transfer; - Terminate (re-design system / process to eliminate or reduce risk)
Example (details are for illustrative purposes only)	Business misdeclares their annual revenue (>£45m) and receives a loan which they are not eligible for.	(Preventative) CRA / Companies House data used before loan approval to check to see if revenue on previously filed accounts <£45m, but the limitations of this are that this is dependent upon the application and CRA/Companies House data being correctly matched; and is also dependent upon the accuracy of the information provided to those data sources.	Fraud could still happen because the business is not captured on CRA / Companies House Data. Also the applicant could make use of subsidiaries or dormant companies to mask the actual revenue of their total business operations.	5 Certain to happen	4 Likely to be a lot of instances	4.5	5 Fraud could remain undetected.	4 Could bring high material loss / reputational risk	4.5	20			

## Annex 6: BEIS Standardised Privacy notice

### Privacy Notice

This notice sets out how the Department for Business, Energy and Industrial Strategy (BEIS) will use your personal data, and your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (GDPR).

This notice relates to data collected under the LA Scheme [REDACTED], operated by LA and Delivery Partner [REDACTED], which is funded by the Sustainable Warmth Scheme (the Scheme) run by BEIS.

### YOUR DATA

#### The data

Your data will be shared with BEIS by LA and Delivery Partner [REDACTED]. We (BEIS) will process the following personal data:

Customers:

- Your name
- Address and details of property receiving the energy efficiency or low-carbon heating installation(s) under the Scheme
- Details about the installation(s) installed at the property under the Scheme, including type, size and cost
- Contact address (if not the property receiving the installation(s))
- Address and details of property offered, but not receiving, installation(s) under the Scheme
- Household income and any other scheme eligibility information
- Any financial contribution you have made towards the installation(s) under the Scheme
- SAP or RdSAP assessments with scores
- Email address (optional)
- Phone number (optional)

Installers:

- Your name
- Relevant accreditation and registration information
- Contact address
- Email address
- Phone number
- Details of installations delivered under the Scheme

- Whether directly contracted or sub-contracted to install installations under the Scheme
- The number of employees in your organisation

### Purpose

The purpose(s) for which we are processing your personal data is to support the delivery and administration of the Scheme.

Delivery and administration of the Scheme may require linking of your data to other datasets held by the Department for Business, Energy, and Industrial Strategy (BEIS).

BEIS will be conducting an evaluation of the Scheme. This may include you being contacted to take part in further research. Where the research involves processing of personal data in addition to that already collected for delivery of the Scheme, you will be given the opportunity to opt-in to that research at the point of contact.

Your data may also be used for statistical, research and fraud prevention purposes.

### Legal basis of processing

The legal basis for processing your personal data is:

**Public task:** Processing is necessary for the performance of a task carried out in the public interest.

The specific public task is the delivery, administration and evaluation of, as well as statistical, research and fraud prevention purposes relating to, the Scheme, a government funded scheme aiming to raise the energy efficiency of low energy performance homes (especially those rated at EPC Band E, F or G). The Government funding is provided to Local Authorities who set up arrangements for consumer engagement and the delivery of installations in homes.

**Consent:** Use of your personal data to contact you to take part in further research will be subject to your consent.

### Recipients

Your personal data will be shared with:

- The Department for Business, Energy, and Industrial Strategy (BEIS) and its contractors for delivery, administration and evaluation of the Scheme, statistical, research and fraud prevention purposes.
- Ofgem and delivery partners of central and local government home energy schemes such as the Energy Company Obligation and Renewable Heat Incentive

Your personal data may also be shared with other Government departments where necessary.

We may share your data if we are required to do so by law, for example by court order or to prevent fraud or other crime.

Personal data shared with BEIS will be stored on our IT infrastructure and may therefore also be shared with our data processors Microsoft and Amazon Web Services. As personal data shared with BEIS will be stored on our IT infrastructure and may be shared with our data processors Microsoft and Amazon Web Services, your data may be transferred and stored securely outside the UK and European Economic Area. Where that is the case, it will be subject to equivalent legal protection through the use of Model Contract Clauses.

### Retention

Your personal data will be stored securely by BEIS for a maximum period of 25 years following the close of the Scheme. BEIS may choose to store anonymised data beyond this period.

## **YOUR RIGHTS**

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data.

You have the right to withdraw consent to the processing of your personal data at any time, where processing is based on your consent.

## **HOW TO MAKE A REQUEST**

If you wish to make a request associated with any of the rights listed above, contact BEIS using the contact details at the bottom of this notice.

## **COMPLAINTS**

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

0303 123 1113

Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

### **CONTACT DETAILS**

You can contact the BEIS Data Protection Officer at:

BEIS Data Protection Officer  
Department for Business, Energy and Industrial Strategy  
1 Victoria Street  
London  
SW1H 0ET

Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk)

## Annex 7: Approved Application Proposal

The tables below set out the measure mix, cost breakdown, and delivery plan from the approved proposal. The original application submitted to the Sustainable Warmth Competition is also attached below.

Please provide the best estimate of the measure mix you propose to install to Off Gas properties

Off Gas Delivery (HUG)			
Measure	Number of Measures	Average Cost of Measure (£)	Total Cost
External Wall Insulation	20	£16,000.00	£320,000.00
Cavity Wall Insulation	20	£1,500.00	£30,000.00
Underfloor Insulation			£0.00
Loft Insulation	50	£1,200.00	£60,000.00
Draughtproofing			£0.00
Air Source Heat Pumps	5	£10,000.00	£50,000.00
Ground Source Heat Pumps			£0.00
Communal Heat Networks			£0.00
District Heat Networks			£0.00
High Retention Storage Heaters			£0.00
Biomass			£0.00
Solar PV			£0.00
Solar Thermal			£0.00
Double Glazing			£0.00
<b>Totals</b>	<b>95</b>	<b>£302.11</b>	<b>£460,000.00</b>
Other (please list other measures in free text box with target number of installs and average cost expectations)			

Please list "Other" measures

Measure (Please add measures)	Number of Measures	Average Cost of Measure (£)	Total Cost
Park Home insulation	20	15,000.00	£300,000.00
			£0.00
			£0.00
			£0.00
			£0.00
			£0.00
<b>Totals</b>	<b>20</b>	<b>750.00</b>	<b>£300,000.00</b>

25. Provide a cost breakdown of the capital, administration and ancillary support required. Include the anticipated LA or landlord contributions expected. Only insert data in white coloured cells.

Off Gas Delivery (HUG)									
Tenure Type	Current Fuel	EPC Band	Average Subsidy Cost Cap	No of Homes	Total HUG1 Subsidy per band	Average HUG1 Subsidy per a home	Total Landlord/LA Contribution	Average Landlord contribution per home	Average Landlord contribution % across tenure type. Min contribution of 50% of grant funding (33% of total upgrade cost)
Owner Occupied	Electric	F & G	£20,000.00	0	£0.00	#DIV/0!	No Landlord Contributions Required		
		E	£15,000.00	0	£0.00	#DIV/0!			
		D	£10,000.00	0	£0.00	#DIV/0!			
	Fossil Fuel	F & G	£25,000.00	23	£230,000.00	£10,000.00			
		E	£20,000.00	30	£144,000.00	£4,800.00			
		D	£15,000.00	23	£34,500.00	£1,500.00			
Park Homes	D/E/F/G	£15,000.00	20	£300,000.00	£15,000.00				
Private Rented Sector	Electric	F & G	£13,333.00	0	£0.00	#DIV/0!	£20,000.00	£1,052.63	62%
		E	£10,000.00	0	£0.00	#DIV/0!			
		D	£6,666.00	0	£0.00	#DIV/0!			
	Fossil Fuel	F & G	£16,666.00	0	£0.00	#DIV/0!			
		E	£13,333.00	9	£24,300.00	£2,700.00			
		D	£10,000.00	10	£8,000.00	£800.00			
Social Housing	Electric	F & G	£13,333.00	0	£0.00	#DIV/0!		#DIV/0!	#DIV/0!
		E	£10,000.00	0	£0.00	#DIV/0!			
		D	£6,666.00	0	£0.00	#DIV/0!			
	Fossil Fuel	F & G	£16,666.00	0	£0.00	#DIV/0!			
		E	£13,333.00	0	£0.00	#DIV/0!			
		D	£10,000.00	0	£0.00	#DIV/0!			
Please enter the amount of Admin and Ancillary budget you are requesting from HUG1 in cell below									
Total Project costs (including Landlord Contributions)	Total HUG (Off Gas) Funding Requested	Total HUG (Off Gas) Capital	Total HUG (Off Gas) Admin & Ancillary	HUG (Off Gas) Admin & Ancillary %	% EPC D HUG (Off Gas) Delivery	% HUG (Off Gas) Social Housing Delivery	Total Number of Homes		
£860,800.00	£840,800.00	£740,800.00	£100,000.00	12%	29%	0.00%	115		

26. Please complete the below table to detail the delivery plan. This should give evidence and confidence that delivery will be completed no later than 31st of March 2023.

Installation Progress	Forecast Homes Contacted		Forecast Number of Homes Awaiting Installation		Forecast Homes Completed		Ancillary & Administration Costs		Capital Costs		Planned Activities
	Number		Number		Number		£		£		
	LAD	HUG	LAD	HUG	LAD	HUG	LAD	HUG	LAD	HUG	
Month / Scheme	LAD	HUG	LAD	HUG	LAD	HUG	LAD	HUG	LAD	HUG	LAD / HUG
Apr-22	0	750	0	0	0	0	£0.00	£0.00	£0.00	£0.00	marketing at primary target area
May-22	0	2,000	0	0	0	0	£0.00	£0.00	£0.00	£0.00	Processing of applications.
Jun-22	0	2,000	0	0	0	0	£0.00	£0.00	£0.00	£0.00	Finalising contracts and schedules from contractor.
Jul-22	0	0	0	5	0	0	£0.00	£8,000.00	£0.00	£0.00	Employment of Low Carbon Homes Team.
Aug-22	0	0	0	5	0	0	£0.00	£8,000.00	£0.00	£0.00	Employment of Low Carbon Homes Team.
Sep-22	0	1,000	0	5	0	0	£0.00	£8,000.00	£0.00	£0.00	Carbon Homes Team: Start of installations.
Oct-22	0	1,000	0	5	0	10	£0.00	£10,000.00	£0.00	£0.00	Installations and snagging.
Nov-22	0	0	0	5	0	10	£0.00	£10,000.00	£0.00	£75,000.00	Installations and snagging.
Dec-22	0	0	0	5	0	0	£0.00	£11,000.00	£0.00	£100,000.00	Installations and snagging.
Jan-23	0	0	0	25	0	20	£0.00	£15,000.00	£0.00	£100,000.00	Installations and snagging.
Feb-23	0	0	0	30	0	30	£0.00	£15,000.00	£0.00	£150,000.00	Installations and snagging.
Mar-23	0	0	0	30	0	45	£0.00	£15,000.00	£0.00	£315,800.00	Installations and snagging.
Totals	0	6,750	0	115	0	115	£0.00	£100,000.00	£0.00	£740,800.00	n/a

# Sustainable Warmth Competition Application Form

Guidance

## Section 1: Details of Local Authority

1A. Is this a consortium application?  No

1B. Name of Local Authority

1C. Has your LA, or every LA in your consortium, received funding under LAD Phase 1a or 1b?  Yes

1E. What region is the Lead LA located

2. Name and role of the individual drafting this proposal

3. Email address of the individual drafting this proposal

4. Phone number of the individual drafting this proposal

1A/1B/1C: Name of Lead Local Authority, whether it is a consortium application, and if so, all other Local Authorities involved (Required). Guidance: Please indicate if you are applying as part of a consortium, and if you are, please provide all LA names involved in the proposal. O 1C will only appear if you select 'yes' to Q 1A.

1D: Has your LA, or every LA in your consortium, received LAD 1a or 1b funding? (Required). Guidance: Please confirm whether your LA or an LA within your consortium has received LAD funding in Phase 1a or Phase 1b. All English LA's are eligible to apply for funding regardless of previous funding from LAD. BEIS is encouraging applications from new LA's to improve the spread of funding.

1E: What region is the Lead LA located (Required). Guidance: Please select the region in which the LA or the lead LA in a consortium application is located.

2: Name and role of the individual drafting this proposal (Required). Guidance: This will be used as the relevant or lead applicant (if applying as part of a consortium). BEIS will contact this individual if we have any questions or updates on the status of the application. You may provide more than one contact name if helpful for resilience purposes.

3: Email address of the individual drafting this proposal (Required). Guidance: We will use this email address to provide confirmation and receipt of the submitted application form. BEIS will use this email address as the primary source to update the LA on the status of their application and, if required, ask any clarification questions. You may provide more than one email address if helpful for resilience purposes.

4: Phone number of the individual drafting this proposal (Optional). Guidance: This is an optional field, but it would be helpful for us to have a contact number in case we are unable to reach the relevant LA by email. You may provide more than one phone number if helpful for resilience purposes.

## Section 2: Declarations

Please affirm the following declarations

5. I have the express authority to fill out this application on behalf of South Derbyshire District Council

6. South Derbyshire District Council understands that, if successful, it will be expected to deliver the proposed project as outlined in this proposal

7. I have read the accompanying guidance document and other related documents for completing this proposal

8. To the best of my knowledge, this proposal is legally compliant with any commercial agreements it utilizes

9. South Derbyshire District Council understands that if successful they must comply with the BEIS reporting, monitoring and evaluation requirements

10. To the best of my knowledge, this proposal is legally compliant with UK Subsidy Control

11. To the best of my knowledge the proposed project is compliant with the UK Public Contract Regulations 2015

12. South Derbyshire District Council confirms that all homes/properties included in this project are intended to fit wholly within the specifications outlined in the accompanying guidance document

13. South Derbyshire District Council will take all reasonable steps to minimise the risk of fraud and to report any incidents of fraud immediately to BEIS

14. The LA will introduce controls designed to ensure that SW competition funding will not be blended with other government schemes such as ECO or BIPDF Demonstrator for the upfront funding of the same individual measure (Affirm/Not Affirm)

15. The Local Authority will comply with GDPR and BEIS' requirements of a joint data sharing agreement and explicit consent to record households, landlords, and installers as part of the scheme evaluation when collecting and sharing this information.

16. Please provide an explanation if you have answered 'Unaffirmed' to any of the above statements.

5: Guidance: Please ensure you have the relevant internal approvals to submit this application form on behalf of your LA or LA consortium.

6: The Local Authority understands that, if successful, it will be expected to deliver the proposed project as outlined in this proposal (Affirm/Not Affirm). Guidance: This is to ensure that partners are aware that BEIS would expect any successful application to deliver against their proposal set out in this application form. Information provided in the application form will form the basis of the Memorandum of Understanding.

7: I have read the accompanying guidance for completing this proposal (Affirm/Not Affirm). Guidance: Please do read the accompanying guidance note and in particular the eligibility requirements (Section 3) for the scheme before starting an application form.

8: To the best of my knowledge, this proposal is legally compliant with any commercial agreements it utilizes (Affirm/Not Affirm). Guidance: Please do ensure that any application made to the BEIS competition takes into account any existing commercial agreements you may have and the relevant implications.

9: The Local Authority understands that if successful, they must comply with the BEIS reporting, monitoring and evaluation requirements (Affirm/Not Affirm). Guidance: As set out in Section 4, please confirm you have read and understand the proposed reporting requirements and expectations set out in the guidance document.

10: To the best of my knowledge, this proposal is legally compliant with UK Subsidy Control (Affirm/Not Affirm). Guidance: Please read 'Section 2.1.2 – UK Subsidy Control' of this document before starting this application form. We expect that you have considered any Subsidy Control implications to your proposal before starting an application.

11: To the best of my knowledge, the proposed project is compliant with the UK Public Contract Regulations 2015 (Affirm/Not Affirm). Guidance: Further information on the UK Public Contract Regulations 2015 can be accessed via this link.

12: The Local Authority confirms that all homes/properties included in this project are intended to fit wholly within the specifications outlined in the accompanying guidance document (Affirm/Not Affirm). Guidance: This is referring to Section 2 of this guidance document and includes the 8 requirements: eligible applications, subsidy control, eligible households, eligible properties, eligible measures, funding and eligible costs, eligible contractors and interaction with other funding) for any proposal submitted within the Sustainable Warmth application form.

13: The Local Authority will take all reasonable steps to minimise the risk of fraud (Affirm/Not Affirm). Guidance: This is to confirm that if successful you will actively look to prevent, and will have mechanisms in place to reduce, the risk of fraud.

14: This is to confirm that if successful, you will ensure and actively look to prevent households receiving double funding from other schemes for the same measure in their household in line with Section 2.1.8 of the guidance document. However, for the purposes of the Renewable Heat Incentive (RHI), Sustainable Warmth competition funding is a grant from public funds and as a result, Sustainable Warmth competition funding would be deducted from RHI's payments, as per the RHI rules on grant funding. LA's should be aware of RHI rules, including that to be eligible for RHI the applicant must have made some financial contribution towards the cost of purchasing or installing their heating system.

15: The Local Authority will comply with GDPR and BEIS' requirements of a joint data sharing agreement and explicit consent to record households, landlords, and installers as part of the scheme evaluation when collecting and sharing this information (Affirm/Not Affirm). Guidance: This is to confirm that if successful you will ensure that you have processes that are GDPR compliant which enables the protection and sharing of data between all parties regarding installation for the purposes of scheme evaluation.

16: Explain why you have answered 'Not Affirmed' to one or more of the above declarations. Guidance: If you have answered 'Not Affirmed' to any of the above declarations or have been unsure on any of the above declarations please do use this space to explain why or add any information that it may be helpful for BEIS to be aware of. Otherwise please leave this box blank.

[Link - UK Public Contract Regulations 2015](#)

## Section 3: Strategic Fit

17A. Please explain what low income eligibility criteria you will use, how you will target low income households, and how you will verify their eligibility.

Criteria - We will use the eligibility criteria of <£20,000 annual gross household income as stated in section 2.1.3 of the GHG3+HUG guidance.  
 Targeting - In 2018 Derbyshire County Council, Darlington and Donnington developed a partnership through the Derbyshire Housing and Health Systems Group, to work collaboratively to produce a Derbyshire-wide Housing Stock Condition Survey, for each Local Authority area.  
 A data methodology has been agreed to match the private sector housing stock conditions to identify the location of private sector housing across the area, including the use of enhanced health data, not usually provided in a wider survey. This gives a comprehensive, statistically reliable picture across South Derbyshire.  
 Address-level modelling has been used to estimate the likelihood of each dwelling to be decant / non-decent and the likelihood of each dwelling to have a HHSRS category 1 hazard.  
 Step 1 created a predictive characteristics database from a number of local and national data sources including Dependent mosaic, Council tax, energy performance certificate, Housing benefit, price paid, National Register of Social Housing and tenancy deposit schemes.  
 Step 2 involved analysis of the English Housing Survey (2015 - 2017) to identify the propensity for different property types, ages and tenures to be decant or non-decent and the likelihood of these properties to have a HHSRS category 1 hazard.  
 Step 3 applied the probabilities identified in stage 2 to the local property characteristics database created in stage 1.  
 Stage 4 combined Stage 3 data with Hospital Episode Statistics (HES) which is the national repository of admission to hospital. A & E attendances and outpatient appointments at NHS hospitals in England.  
 The last submission has been based on identifying from the property level Stock Condition Survey, those geographical areas which are known or estimated to contain a combination of the highest levels of deprivation (as defined by the household IMD decile), poorest existing EPC ratings, highest probability of an HHSRS Cat 1 hazard for excess cold and owner occupied or private rented tenures.  
 Off-gas locations have been identified using the criteria outlined above, plus data contained in the postcode level data from the Centre for Sustainable Energy and the LSOA level data contained in the Off-gas map <https://www.renewmap.org.uk/>.  
 The Council is also collaborating with Adult Social care to provide decant/renovation at known vulnerable clients.  
 Eligibility - will be based on evidence submitted by the potential client. At the point of application, the client will be required to produce their P60 from the previous financial year and a copy of their last three bank statements. The total household receipt of means tested benefits will be checked with the [Means Tested Benefits](https://www.gov.uk/guidance/means-tested-benefits) tool on the [gov.uk](https://www.gov.uk/guidance/means-tested-benefits) website.

17B. Please provide a high level summary of the types of properties you are planning to target

Based on the South Derbyshire stock condition survey described in Q17A and we intend to target the following property types:  
 LAD3 Priority Area 1 - the Local Super Output Areas of SO9A and SO10, with particular focus on two streets of lower poor housing (Springfield Road and Eastfield Road).  
 LSOA SO9A and SO10 cumulatively have a total of 1521 properties, of which 899 (59.1%) are owner occupied and 179 (11.8%) are private rented. The area mainly consist of post war former social housing.  
 Of the 899 owner occupied properties, 177 (19.7%) are EPC rated D, 75 (8.3%) are rated E to G and 508 (56.5%) are unrated.  
 Of the 179 private rented properties, 73 (40.7%) are EPC rated D and 34 (19%) are rated E.  
 On Springfield and Eastfield Road:  
 Of the 125 owner occupied properties, 47 (37.6%) are EPC rated D, 16 (12.8%) are rated E to G and 49 (39.2%) are unrated.  
 Of the 23 private rented properties, 10 (43.5%) are EPC rated D and 6 (26%) are rated E.  
 LAD3 Priority Area 2 - Postcode Areas DE15 9SL to DE15 9DW (Maner Road, Stanton)

17A: Please explain what low income eligibility criteria you will use, how you will target low income households, and how you will verify their eligibility.  
 Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.  
 This answer will be used to form part of your 'Strategic Fit' score.  
 We expect that successful applications will clearly outline low income household eligibility criteria and what steps will be taken to verify eligibility in line with Section 3 of this guidance document.  
 Please keep your answer below 500 words.

17B: Please provide a high level summary of the types of properties you are planning to target  
 Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.  
 You should provide details of the types of properties that you are planning to install measures into based on the knowledge of your housing stock. This should be provided as property type eg. tenace, detached etc.

18A: Describe the types of upgrades that may be made to homes off-gas (HUG)  
 Guidance: You should provide an individual answer for off-gas (HUG Phase 1) delivery.  
 This answer will be used to form part of your 'Strategic Fit' and 'Value for Money' Scores.  
 State the expected/upgrade measures to be installed and outline why they are considered the most appropriate and cost effective for the housing stock being targeted.  
 As per section 2.1.5 qualify any measures that are typically low cost effective such as double glazing or solar are being installed and the rationale for alternative forms of low carbon heating to low temperature heat pumps.  
 In question 25 you will be asked to quantify the homes that will be targeted, by EPC band. Please set out the target EPC band improvement post installation.

153 properties, construction type intermediate traditional construction, 99 owner occupied, 54 private rented  
 Of the 99 which are owner occupied 22 (22%) are EPC rated D, 6 (6%) are rated E to G and 51 (51%) are unrated.  
 Of the 54 which are private rented, 10 (19%) are EPC rated D and 5 (9.3%) are rated E.  
 A local landlord who owns 26 properties in this area has confirmed that they would be keen to work in partnership with the Council to deliver improvement to this small estate.  
 Note - A unknown proportion of properties within LAD3 Priority Areas 1 and 2 will fall within the category of 'off gas'. Where this is the case the Council would seek to draw on any successful HUG bidding to support improvements in these properties.  
 For HUG we have identified 281 properties in a variety of postcode locations which are in 'hotspot' locations based on the CSE postcode list and which are in a Local Super Output Area of MD 1 to 3.  
 Of these, 243 are owner occupied properties - 24 (10%) are EPC rated D, 26 (11%) are rated E to G and 70 (28.8%) are unrated.  
 Of 37 private rented properties, 5 (8%) are EPC rated D and 7 (18.9%) are rated E.

18A. Describe the types of upgrades that may be made to homes off gas grid (HUG)

**On Gas Buildings (HUG)**

Utilising LAD Phase 1b and Phase 2 funding, SDOCC has already initiated a successful programme of external, cavity and roof/loft insulation in some of our highest areas of deprivation. For the HUG project we would propose to consolidate and expand the provision of insulation to the locations described in Q17B. These projects have also shown a high level of demand in our park home communities.  
 Given the known mix of housing stock in the HUG area described in Q17B along with the addition mix of potential 'off gas' properties in LAD3 Priority Areas 1 and 2 we would propose the following upgrades:  
 20 external wall insulation, 20 park home insulation, 20 cavity and 50 loft or roof insulation.  
 To date the Council has focused on a fabric first approach to reducing fuel poverty and domestic carbon emissions. However, we would also like to start to develop a low carbon heating offering. The demand and viability in the priority areas identified is largely unknown and so would propose to use low existing cost heaters to install a small number (5) air source heat pumps.  
 20 EWHs based on £19,200 each = £380,000  
 20 Park homes at £15,500 each = £310,000  
 20 cavity insulations at £1,500 each = £30,000  
 50 loft / roof insulations at £1,200 each = £60,000  
 5 Air source heat pumps at £19,200 each = £96,000  
 We recognise that park home improvements do not rate highly in BES assessment criteria for HUG. However, the significant levels of demand which our LAD Phase 2 project has generated from park home occupiers means we do not expect to meet the demand for park home insulations from our LAD Phase 2 allocation. We would very much like to provide some level of provision for the relatively deprived community from HUG. If this does not meet BE6 funding priorities then we will willingly exclude park homes from the bid.

Please provide the best estimate of the measure mix you propose to install to Off Gas properties

On Gas Category (HUG)			
Measure	Number of Measures	Average Cost of Measure (£)	Total Cost
External Wall Insulation	20	£14,000.00	£280,000.00
Cavity Wall Insulation	20	£1,500.00	£30,000.00
Underfloor Insulation			£0.00
Loft Insulation	30	£1,200.00	£360,000.00
Roof Insulation			£0.00
Air Source Heat Pumps	5	£19,000.00	£95,000.00
Ground Source Heat Pumps			£0.00
Central Heat Networks			£0.00
District Heat Networks			£0.00
High Radiation Storage Heaters			£0.00
Storage			£0.00
Solar PV			£0.00
Solar Thermal			£0.00
Shower Grating			£0.00
<b>TOTAL</b>	<b>75</b>	<b>£328.11</b>	<b>£1,066,000.00</b>
Other (please list other measures in this text box with target number of installs and average cost measurements)			

Please list 'Other' measures

Measure (Please add measures)	Number of Measures	Average Cost of Measure (£)	Total Cost
Park Home Insulation	20	15,000.00	£300,000.00
			£0.00
			£0.00
			£0.00
			£0.00
<b>TOTAL</b>	<b>20</b>	<b>750.00</b>	<b>£150,000.00</b>

18B. Describe the types of upgrades that may be made to homes on gas grid (LAD)

**On Gas Buildings (LAD)**

Utilising LAD Phase 1b and Phase 2 funding, SDOCC has already initiated a successful programme of external, cavity and roof/loft insulation in some of our highest areas of deprivation. For the LAD project we would propose to consolidate and expand the provision of insulation to the locations described in Q17B.  
 The proposals involve install of:  
 30 EWHs based on £19,200 each = £576,000  
 20 cavity insulations at £1,500 each = £30,000  
 50 loft / roof insulations at £1,200 each = £60,000  
 All of these measures offer the best cost effectiveness and value for money given the nature of the stock in LSQA 005A and 007D and Manor Road, Stanton.

Please provide the best estimate of the measure mix you propose to install to On Gas properties?

On Gas Delivery (LAD)			
Measure	Number of Measures	Average Cost of Measure (£)	Total Cost
External Wall Insulation	30	£14,000.00	£420,000.00
Cavity Wall Insulation	20	£1,500.00	£30,000.00
Underfloor Insulation			£0.00
Loft Insulation	30	£1,200.00	£360,000.00
Roof Insulation			£0.00
Air Source Heat Pumps			£0.00
Ground Source Heat Pumps			£0.00
Central Heat Networks			£0.00
District Heat Networks			£0.00
High Radiation Storage Heaters			£0.00
Storage			£0.00
Solar PV			£0.00
Solar Thermal			£0.00
Shower Grating			£0.00
<b>TOTAL</b>	<b>140</b>	<b>£313.57</b>	<b>£1,180,000.00</b>
Other (please list other measures in this text box with target number of installs and average cost measurements)			

Please list 'Other' measures

Measure (Please add measures)	Number of Measures	Average Cost of Measure (£)	Total Cost
			£0.00
			£0.00
			£0.00
			£0.00
			£0.00
			£0.00

LAs should seek to quantify the mix of measures they are intending to install within the table provided in this question. For measures not listed please use the free text box below the table.

Please keep your answer for each text box below 500 words.

18B. Describe the types of upgrades that may be made to homes on gas (LAD)

Guidance: You should provide an individual answer for on-gas (LAD Phase 2) delivery.

This answer will be used to form part of your 'Strategic Fit' and 'Value for Money' Score.

State the expected upgrade measures to be installed and outline why they are considered the most appropriate and cost effective for the housing stock being targeted.

As per section 2.5 qualify why any measures that are typically less cost effective such as double glazing or solar are being excluded and the rationale for alternative forms of low carbon heating to low temperature heat pumps.

In question 25 you will be asked to quantify the homes that will be targeted, by EPC band. Please set out the target EPC band improvement post installation.

LAs should seek to quantify the mix of measures they are intending to install within the table provided in this question. For measures not listed please use the free text box below the table.

Please keep your answer for each text box below 500 words.

**Section 4: Commercial Assurance**

19. Describe the commercial agreements and procurement activities that will be used to deliver this grant. Please include reference to all contracts (or planned contracts) to be placed using the grant funding, and/or details of any amendments to existing contracts.

South Derbyshire District Council has an existing contract with Walsley Ltd for the delivery of electrical, internal, ducting and hot insulation on which was signed in June 2020 with a contract period of three years. This contract was signed in order to deliver the LAD Phase 1b and Phase 2 proposal and was renewed through the Efficiency and Modernisation (EEM) Framework in May 2021. The EEM Framework contained embedded price modelling and evaluation criteria to create a benchmark of 6 providers and after engaging EEM in the contracting process it was awarded directly to Walsley. Walsley have identified that it will be carried out directly by them and that there will be no sub-contracting. Appropriate provision is made in the signed contract to cover this matter.

South Derbyshire District Council has an existing contract with Renewe Ltd for the delivery of low carbon energy heating and gas heating maintenance for the Council's own housing stock. We would propose to award the installation of air source heat pumps to Renewe under the terms of the existing contract.

20A. Please list all known Contractors (including Sub-Contractors if possible) who will receive (or are planned to receive) contracts using the grant funding. This includes contractors for delivery, as well as administrative and ancillary contracts. (If new procurements are required and these details are not currently known at this time, please provide any information you can of planned contracts you will place to deliver the grant funding (e.g. by value, type).

Contractor(s) Information	Contract Value (£)	Contract Start Date	Contract End Date	TrustMark Registered	PAS 2035 Certified	MCS Certified
High Performance Dry Joint (HJ) - Walsley	No. Inv: 251,000.00	Existing contract	None	Yes	Yes	No
Renewe	£1,000,000.00	Existing contract from March 2020	Apr-24	Yes	No	Yes
		Existing contract				

20B. Please confirm that you will be using TrustMark registered businesses in line with the installer eligibility requirements. If the answer is no, and you are seeking to use an alternative, please provide more information to demonstrate how such alternative offers equivalence to TrustMark.

Our contracted installer (Walsley Ltd) is TrustMark Registered (ref 170717), for electrical, ducting and internal insulation. Renewe Ltd are TrustMark Registered (ref 160734) for air source and ground source heat pumps and solar PV. We would like to receive the ability, if necessary, to accept contractors who have been accepted onto the use the Midland Energy Hub Dynamic Purchasing System under LAD Phase 2. All contractors who are accepted into the MEH DPS are required to meet the eligibility criteria of the LAD/HUG scheme.

21. Please explain how will you select and resource the team to enable and support the ongoing delivery of the grant funding.

Following receipt of LAD Phase 1b and 2 funding the Council has employed a dedicated Green Homes Grant Project Co-ordinator. The Project Co-ordinator is employed via an agency and therefore we are able to rapidly mobilise alternative resources in the event of our existing Co-ordinator proving to be more available. The Project Co-ordinator is supported by a Principal Environmental Health Officer who has over 20 years experience in the delivery of home improvement grants and private sector housing law, as well as by a small 'Hub' Health and Private Sector Housing team who (as private technical and legal support) (2.5 FTE). This team sits within a larger environmental services department which has the capacity to flex its resources to offer additional administrative, technical and legal support to the project if required (20 FTE). Delivery of heat pumps is reviewed to a corporate priority by the Council. Therefore the delivery of project performance will also be monitored through the Council's own corporate performance framework. As well as ongoing LAD and HUG funding, the team can also mobilise £280,000 in funding through the Council's own Healthy Homes Assistance Fund to support heating and health needs for clients outside the scope of the Green Homes Grant. Marketing will be provided by the Council's own Communications Team and through Midland Energy – our partner provider in the Derbyshire / Nottinghamshire Local Authority Energy Partnership.

22. Please describe how you will manage the delivery of the grant funding (including performance and financial elements) to ensure risk to delivery is managed effectively, outputs are achieved, and value for money obtained.

The Council already has a comprehensive performance reporting and risk management framework developed to support LAD Phases 1b and 2 which it proposes to continue to utilize for the LAD3/HUG project. The Council is already familiar working with the BEIS reporting methods for LAD Phase 1b and collecting the relevant performance data required for those submissions. Currently, the Council is also already working with the Midland Energy Hub to define and report performance data relevant to their reporting framework for LAD Phase 2. The top five risks to delivery by Phases 1b and 2 are:

- Failure of the contractor to deliver the quality or volume of installations required (High)
- Unfulfilled interest in the grant from potential clients (High)
- Labour and Material Shortage (High)
- Subgrant claims for grant (Medium)
- Inability to deliver the instalments spent within the project timetable (Medium)

These risks are being actively managed through the existing project team. With reference to value for money criteria, we would also like to bring to BEIS attention that shortly before the bid submission we have been given a verbal commitment from a local landlord with a substantial stock of private rented properties in our LAD3 priority area, (Whitakers) that they are willing to commit £250,000 in funding towards supporting the delivery of the LAD3/HUG project in South Derbyshire.

23. Please confirm if you will include Social Value benefits in your evaluation criteria, and if so, provide a brief summary of the social value model you will use and what will be evaluated as part of the social value element.

The Council is at the early stages of exploring Social Value benefits through procurement and so we cannot provide any certainty of this stage that Social value benefits will be included.

19. Describe the commercial agreements and procurement activities that will be used to deliver this grant. Please include reference to all contracts (or planned contracts) to be placed using the grant funding, and/or details of any amendments to existing contracts.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will form part of your 'Delivery Assurance' score.

This should include the Contract Route (e.g., Public Contracts Regulations 2015, Direct Award, DPS/Framework), Pricing Model, Evaluation/Award Criteria, plus any other relevant information. This should cover not just contracts placed by the LA, but also those that it regularly delivers partners. If all details are not known at time of application, for example, if new procurements are required, please give an indication of the proposed approach. If existing procurements are amended or extended, LA's should consider any procurement risks of increasing volumes of work and values through existing contracts or frameworks, especially where subject to PCR. Please try to keep your answer below 500 words.

LA's are also encouraged to consider and implement all relevant Public Procurement Notices (PPNs) in their procurement activity. A summary of relevant public procurement policy (including a full list of the PPNs) can be found here: <https://www.gov.uk/guidance/public-sector-procurement-policy>.

20A. Please list all known Contractors (including Sub-Contractors if possible) who will receive (or are planned to receive) contracts using the grant funding. This includes contractors for delivery, as well as administrative and ancillary contracts. (If new procurements are required and these details are not currently known at this time, please provide any information you can of planned contracts you will place to deliver the grant funding (e.g. by value, type).

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will not be scored however, the answer is key to BEIS' understanding of the planned approach of the LA and its understanding of the Value for Money for grant funding. The information given here must be shared and reviewed by BEIS and referred to during delivery of the scheme(s) and is better understanding of the delivery model of the LA should it be successful in receiving funding.

Please provide a list of all existing contracts that will deliver your proposed spend the application receive funding. This includes details on their values with TrustMark, PAS 2035 and MCS. Please note that it is not a condition that a supplier is both PAS 2035 2014 and MCS certified and will depend on whether they are installing insulation or low carbon measures, but regardless of whether a retailer/contractor must adhere to all measures in accordance with PAS 2035:2014.

20B. Please confirm that you will be using TrustMark registered businesses in line with the installer eligibility requirements. If the answer is no, and you are seeking to use an alternative, please provide more information to demonstrate how such alternative offers equivalence to TrustMark.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

Using TrustMark registered businesses, or equivalent, is an eligibility requirement for the LAD Phase 2 and HUG Phase 1 schemes.

TrustMark registered businesses must be used unless you are able to demonstrate equivalence with a scheme which has been deemed equivalent. Any LA not using TrustMark registered businesses will need to provide us with detailed assurances on their processes for quality auditing and compliance regimes and ensuring equivalent monitoring of compliance with PAS 2035, collection of relevant feedback, and consumer protection, in order for BEIS to assess equivalence. You will need to provide evidence for how your proposed plans to ensure quality assurance including customer protection and arrangements for repairs and other remedies. This should include consideration of how adequate redress will be incorporated into agreements.

21. Please explain how will you select and resource the team to enable and support the ongoing delivery of the grant funding.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will form part of your 'Delivery Assurance' score.

Please provide information regarding the team within the LA who plan to undertake all activities related to the grant funding, including for example, number of Full-Time Equivalents (FTEs), key responsibilities, recent relevant experience, lessons learned, relevant professional qualifications.

If you believe any other information regarding the capability of the LA is applicable, please also provide that here.

Please try to keep your answer below 500 words.

22. Please describe how you will manage the delivery of the grant funding (including performance and financial elements) to ensure risk to delivery is managed effectively, outputs are achieved, and value for money obtained.

Guidance: Your answer to this question should address both on-gas and off-gas delivery.

This answer will form part of your 'Delivery Assurance' score.

Please provide information as to how you will manage delivery of the grant funding to achieve the objectives of the schemes. This should include reference to how you will manage the performance in delivering the grant (e.g., Key Performance Indicators and regular reviews), and ensure Value for Money through financial management (e.g., Auditing and reporting).

The management of the grant should be proportionate to the value and complexity and detail how you plan to achieve the outputs in a way which represents Value for Money and manages risk effectively.

Please try to keep your answer below 500 words.

23. Please confirm if you will include Social Value benefits in your evaluation criteria, and if so, provide a brief summary of the social value model you will use and what will be evaluated as part of the social value element.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will be awarded on a bonus point basis. Any answer which proposes suitable use of social value within their evaluation criteria for contracts will receive one bonus point. For clarity, since this is a bonus, achieving a 0 for this score will not mean the application becomes ineligible for grant funding.

Please provide confirmation as to whether you will include social value in your evaluation criteria for relevant contracts, and information regarding what types of indicators or benefits you will include in the evaluation.

The Local Government Association has a webpage with resources and information on social value, which can be accessed through the link: <https://www.local.gov.uk/la-support/hub/offers/10-supporting-financial-resilience-and-economic-recovery-through-procurement>

For information, central government has its own bespoke social value model which can be found here: <https://www.gov.uk/government/publications/procurement-policy-note-6625-taking-account-of-social-value-in-the-spend-of-central-government-contracts>

Please try to keep your answer below 250 words.

24. Are there any conflicts of interest between the applicant and the objectives of the grant? If so, how will these be mitigated/managed?

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

Please provide information as to whether you have mechanisms and processes in place to identify and manage conflict of interest (e.g., financial or personal interests) regarding use of the grant funding.

Please confirm if you have identified any conflicts of interest already, and how you will plan to manage/mitigate them.

24. Are there any conflicts of interest between the LA or any LA in your consortium and the objectives of the grant? If so, how will these be mitigated/managed?

No

**Section 5: Value for Money**

25. Provide a cost breakdown of the capital, administration and ancillary support required. Include the anticipated LA or landlord contributions expected. Only insert data in white coloured cells.

Tenure Type	Current Fuel	EPC Band	Average Subsidy Cost Cap	No. of Homes	Total LA/LLP Subsidy per a Home	Average LA/LLP Subsidy per a Home	Total Landlord/LA Contribution	Average Landlord contribution per home	Average Landlord contribution % across tenure type (the contribution of 85% of total funding (83% of total upgrate cost).
Owner Occupied	Electric	F & G	£28,000.00	0	£0.00	#0/0%	No Landlord Contributions Required		
		E	£15,000.00	0	£0.00	#0/0%			
	D	£13,000.00	1	£0.00	#0/0%				
	F & G	£28,000.00	20	£20,000.00	£10,000.00				
	E	£20,000.00	30	£14,000.00	£4,000.00				
Fixed Fuel	F & G	£13,000.00	20	£4,500.00	£2,250.00				
	D	£13,000.00	20	£30,000.00	£1,500.00				
Private Rented Sector	Electric	F & G	£13,333.33	0	£0.00	#0/0%	£20,000.00	£1,352.63	52%
		E	£13,333.33	0	£0.00	#0/0%			
	D	£8,666.67	1	£0.00	#0/0%				
	F & G	£13,333.33	0	£0.00	#0/0%				
	E	£13,333.33	0	£24,333.33	£2,727.27				
Social Housing	Electric	F & G	£13,000.00	0	£0.00	#0/0%	£0.00	#0/0%	#0/0%
		E	£13,000.00	0	£0.00	#0/0%			
	D	£13,000.00	1	£0.00	#0/0%				
	F & G	£13,000.00	0	£0.00	#0/0%				
	E	£13,000.00	0	£0.00	#0/0%				

Please enter the amount of Admin and Ancillary budget you are requesting from HUGI in cell below.

Total Project Costs (including Landlord Contributions)	Total HUGI (On Gas) Funding Requested	Total HUGI (On Gas) Capital	Total HUGI (On Gas) Admin & Ancillary	% HUGI (On Gas) Admin & Ancillary	% EPC D HUGI (On Gas) Delivery	% HUGI (On Gas) Social Housing Delivery	Total Number of Homes
£965,000.00	£863,000.00	£740,932.00	£122,068.00	12%	29%	0.05%	111

Tenure Type	EPC Band	Average Subsidy Cost Cap	No. of Homes	Total LA/LLP Subsidy per Home	Average LA/LLP Subsidy per a Home	Total Landlord/LA Contribution	Average Landlord contribution per a home	Average Landlord contribution % across tenure type (the contribution of 85% of total funding (83% of total upgrate cost).
Owner Occupied	F & G	£13,000.00	34	£20,000.00	£5,882.35	No Landlord Contributions Required		
	E	£13,000.00	45	£210,780.00	£4,684.00			
	D	£13,000.00	35	£45,000.00	£1,285.71			
	F & G	£13,000.00	0	£0.00	#0/0%			
Private Rented Sector	E	£8,666.67	10	£40,500.00	£4,050.00	£20,000.00	£2,000.00	51%
	D	£8,666.67	10	£10,400.00	£1,040.00			
	F & G	£8,666.67	0	£0.00	#0/0%			
Social Housing	E	£5,000.00	0	£0.00	#0/0%	£0.00	#0/0%	#0/0%
	D	£5,000.00	0	£0.00	#0/0%			

Please enter the amount of Admin and Ancillary budget you are requesting from HUGI in cell below.

Total Project Costs (including Landlord Contributions)	Total LAD (On Gas) Funding Requested	Total LAD (On Gas) Capital	Total LAD (On Gas) Admin & Ancillary	% LAD (On Gas) Admin & Ancillary	% EPC D LAD (On Gas) Delivery	% LAD (On Gas) Social Housing Delivery	Total Number of Homes
£965,000.00	£873,000.00	£762,232.00	£100,768.00	12%	30%	0.05%	141

**Section 6: Delivery Assurance**

26. Please complete the below table to detail the delivery plan. This should give evidence and confidence that delivery will be completed no later than 31st of March 2023.

Initiative / Progress	Forecast Homes Contacted		Forecast Number of Homes Awaiting Installations		Forecast Homes Completed		Ancillary & Administration Costs		Capital Costs		Planned Activities
	Number	Number	Number	Number	Number	Number	£	£	Text		
Month / Activity	LAD	HUGI	LAD	HUGI	LAD	HUGI	LAD	HUGI	LAD	HUGI	LAD / HUGI
Dec-21	0	0	0	0	0	0	£4,800.00	£4,500.00	£0.00	£0.00	marketing strategy and marketing materials
Jan-22	992	296	0	0	0	0	£3,900.00	£3,000.00	£0.00	£0.00	priority areas: Processing of applications: Property
Feb-22	990	296	0	0	0	0	£3,800.00	£3,000.00	£0.00	£0.00	priority areas: Processing of applications: Property
Mar-22	0	296	0	0	0	0	£3,800.00	£3,000.00	£0.00	£0.00	strategy in the event of significant take-up in the
Apr-22	0	0	10	10	0	0	£3,800.00	£3,000.00	£22,071.43	£33,043.48	installation: Further trusted marketing
May-22	0	0	10	10	0	0	£4,800.00	£4,500.00	£22,071.43	£33,043.48	installation
Jun-22	0	0	20	10	0	0	£4,800.00	£5,500.00	£22,071.43	£33,043.48	installation
Jul-22	0	0	20	10	0	0	£4,800.00	£5,500.00	£22,071.43	£33,043.48	installation

26. Provide a cost breakdown of the above total including capital, administration and ancillary support. Include the anticipated LA or landlord contributions expected.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both. Only insert data in white coloured cells.

On-Gas (HUG) Cost Table Guidance:

Please provide the number of homes that you are planning to deliver for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC and fuel type of home.

Please provide the amount of funding you are requesting for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC and fuel type of home.

Please provide total landlord contribution you expect from PRS and Social Housing.

On-Gas (LAD) Cost Table Guidance:

Please provide the number of homes that you are planning to deliver for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC.

Please provide the amount of funding you are requesting for each tenure type (owner occupied, PRS and Social Housing) broken down by starting EPC.

Please provide total landlord contribution you expect from PRS and Social Housing.

26. Please complete the below table to detail the delivery plan. This should give evidence and confidence that delivery will be completed no later than 31st of March 2023.

Guidance: Your answer to this question should address the delivery of either on-gas (LAD) and off-gas (HUG) funding, or both.

This answer will form part of your 'Delivery Assurance' score.

Please detail your overall delivery plan by filling out the table. For each month, please provide planned key activities, cumulative amount spent and forecasted cumulative number of homes upgraded. LAD should seek to set out delivery plans that they are confident can be delivered and include appropriate contingency to ensure all delivery is completed by 31st Mar 2023. Assessment of the delivery confidence of the plan will form part of your 'Delivery Assurance' assessment.

July 22	0	0	0	0	0	10	10	£8,000.00	£8,000.00	£44,142.86	£66,086.96	Insulations and snagging
Aug 22	0	0	0	0	0	10	10	£8,000.00	£8,000.00	£44,142.86	£66,086.96	Insulations and snagging
Oct 22	0	0	0	0	0	20	20	£8,000.00	£8,000.00	£88,285.71	£66,086.96	Insulations and snagging
Nov 22	0	0	0	0	0	20	20	£8,000.00	£8,000.00	£88,285.71	£66,086.96	Insulations and snagging
Dec 22	0	0	0	0	0	0	0	£8,000.00	£8,000.00	£0.00	£0.00	Insulations and snagging
Jan 23	0	0	0	0	0	20	20	£8,000.00	£8,000.00	£88,285.71	£132,173.91	Insulations and snagging
Feb 23	0	0	0	0	0	20	20	£8,000.00	£8,000.00	£88,285.71	£132,173.91	Insulations and snagging
Mar 23	0	0	0	0	0	20	15	£8,000.00	£8,000.00	£88,285.71	£96,120.43	Insulations and snagging
Totals	2,000	1,300	140	110	140	110	110	£80,000.00	£100,000.00	£516,500.00	£780,000.00	nil

Section 7: Final Details

27. I declare that the information presented in this proposal is true within the best of my knowledge.

Affirmed

Individual responsible for leading this project:

Name: Tim Summers  
 Title/Role: Principal Environmental Health Officer  
 Email: ts.summers@southdykepolice.gov.uk  
 Phone Number: 01263

Individual that approved this proposal for submission:

Name: Matthew Holford  
 Title/Role: Head of Environmental Services  
 Email: matthew.holford@southdykepolice.gov.uk  
 Phone: \_\_\_\_\_

27. I declare that the information presented in this proposal is true within the best of my knowledge (Affirm/Not Affirm). Guidance: Applicants are required to declare that all the information provided in their proposal is correct within their knowledge.

## Annex 8a: Monthly Report Template

The Authority will be required to report against the KPIs for each scheme they have received funding for. This monthly report will be baselined against the forecast the Authority will complete as part of the grant application form.

Please see the sections on Governance (**paragraphs 51 to 56**) and Performance (**paragraphs 70 to 77**) for the details of the report contents.

## Annex 8b: Monitoring and Evaluation Data Dictionary Template

The Authority will provide data and information in accordance with the table below for monitoring and evaluating purposes which will be requested as part of the Monthly reporting, this includes (but may be subject to change): Application or Referral Information, Installation data, Installation Information and Scheme Delivery Information.

In accordance with **paragraph 79**, the Secretary of State, the Authority and its contractors, partners or agents will comply with the Data Protection Act 2018. BEIS will ensure the final version of this template, and accompanying data sharing agreement, support compliance but it is the responsibility of the Authority to ensure appropriate processes are implemented across delivery to ensure compliance.

Application or Referral Information	Response
Application Reference Number	
Applicant Name	
Applicant Email Address	
Applicant Contact Number	
Contact Consent	
Property Address (first line)	
Town	
Postcode	
UPRN	
Landlord application	
Applicant Address	
Applicant Postcode	
Household Initial Contact Date	
Household Initial Response Date	
Application Date	

Application Status	
Application Approved by LA	
Application Approval Date by LA	
Rejection Reason by LA	
Date agrees to installation	
Date refuse installation	
Reason for installation refusal	
Install Measures Decision Date	
Eligibility Criteria	
Low Income Household?	
Fuel Poor Household	
Current EPC RRN	
Current EPC Rating	
Property Tenure	
Property Type	
Property Year Built	
Property Floor Space	
Property Number of Floors	
Property Number of Rooms	
Smart Meter Installed?	
Loft?	
Occupancy	
On or off gas grid property	
Current Heating System Type	
Current Heating Fuel Source	
Current annual electricity use	

Current annual gas use	
Existing energy efficiency measures	
Number of measures to install	
Solid Wall Insulation	
Under Floor Insulation	
Cavity Wall Insulation	
Loft Insulation	
Flat Roof Insulation	
Room in Roof Insulation	
Park Home Insulation	
Air Source Heat Pump	
Ground Source Heat Pump	
Solar Thermal	
Biomass Boiler	
Draught Proofing	
Double Glazing	
Triple Glazing	
Secondary Glazing	
External Energy Efficient Doors	
Heating Controls	
Hot Water Tank Thermostats	
Hot Water Tank Insulation	
Proposed Installer Name	
Proposed Installer Trustmark number	
Total Cost of Application	
Cost of Measure Equipment	

Cost of Installation/Labour	
Cost of Repair	
Amount of funding from government	
Amount of self-funding	
<b>Installation Information</b>	<b>Response</b>
Application Reference Number	
Measure Reference Number	
UPRN	
Date of Starting Installation	
Date of Completed Installation	
Duration of Installation Work	
Installer Name	
Installer Email Address	
Installer Phone Number	
Installer Consent to Contact	
Trustmark Business ID number	
MCS License Number	
PAS Certification Number	
TrustMark Measure Reference Number	
TrustMark Lodge mark Certificate Number	
Measure Type	
Model Number	
Percentage of property treated (POPT)	
Lifetime (years)	
Insulation Top-up	

Number of walls	
Amount of pre-existing insulation	
Heat Pump Capacity	
Heat Pump Annual Generation	
Heat Pump SCOP	
RHI Accredited	
Solar Thermal Panels	
Solar Thermal Installed Capacity	
Solar Thermal Estimated Annual Generation	
Solar Thermal Orientation	
Solar Thermal Inclination	
Biomass Boiler Model	
Warranty	
Boiler Repair	
Boiler Upgrade	
Post Installation Heating Type	
Solar PV Panels	
Solar PV Installed Capacity	
Solar PV Estimated Annual Generation	
Solar PV Orientation	
Solar PV Inclination	
Heating Control Type	
Hot Water Tank Insulation Type	
Post-installation EPC RRN	
Post-installation EPC Rating	

Job Estimate for Measure FTE	
Quality Checks	
<b>Scheme Delivery Information</b>	<b>Response</b>
Delivery Partner	
Eligible Households	
Contacted Households	
Method of Communication	
Method of Targeting Households	
Households agreeing to an installation.	
Number of homes receiving a measure.	

## Annex 9: Privacy Notice concerning LA and delivery partner contact details



Department for  
Business, Energy  
& Industrial Strategy

### LA Privacy Notice

This notice sets out how we (the Department of Business, Energy and Industrial Strategy) will use personal data provided by local authorities in connection with their application under the Sustainable Warmth Competition and sets out your rights. It is made under Articles 13 and/or 14 of the UK General Data Protection Regulation (UK GDPR). Note a separate privacy notice has been provided to local authorities for use with householders and other data subjects in the delivery of measures under the Sustainable Warmth Competition.

### YOUR DATA

#### The data

We will process the following personal data:

Names and contact details of local authority employees and delivery partners involved in preparing and submitting the application under the Sustainable Warmth Competition.

Names and contact details of employees and delivery partners involved or proposed to be involved in implementation of the application if it is successful.

#### Purpose

The purpose(s) for which we are processing your personal data is to utilise our in-house Customer Relationship Management (CRM) system to enable better relationship management in conjunction with the consideration of the local authority's application and its subsequent implementation under the Sustainable Warmth Competition if the application is successful. This includes using the personal data to communicate Sustainable Warmth Competition updates, training notices, information on future schemes and opportunities and invitations to relevant events.

#### Legal basis of processing

The legal basis for processing your personal data is that the processing is necessary for the performance of a task carried out in the public interest. The public task is the

performance of functions under s.31 of the Local Government Act 2003, the duty to ensure public money is used responsibly and functions under fuel poverty and climate change legislation.

### Recipients

Your personal data may be shared by us where we are required to do so by law, for example by court order or to prevent fraud or other crime.

As your personal data will be stored on our IT infrastructure it will also be shared with our data processors Microsoft and Amazon Web Services.

### Retention

Your personal data will be kept by us for a period of **6 years** from the date set for completing the implementation of the local authority's application under the Sustainable Warmth Competition or from the last provided update.

## YOUR RIGHTS

You have the right to request information about how your personal data are processed, and to request a copy of that personal data.

You have the right to request that any inaccuracies in your personal data are rectified without delay.

You have the right to request that any incomplete personal data are completed, including by means of a supplementary statement.

You have the right to request that your personal data are erased if there is no longer a justification for them to be processed.

You have the right in certain circumstances (for example, where accuracy is contested) to request that the processing of your personal data is restricted.

You have the right to object to the processing of your personal data.

## INTERNATIONAL TRANSFERS

As your personal data is stored on our IT infrastructure and shared with our data processors Microsoft and Amazon Web Services it may be transferred and stored securely outside the UK and European Economic Area. Where that is the case, it will be subject to equivalent legal protection through the use of Model Contract Clauses.

## COMPLAINTS

If you consider that your personal data has been misused or mishandled, you may make a complaint to the Information Commissioner, who is an UK independent regulator. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

0303 123 1113

[casework@ico.org.uk](mailto:casework@ico.org.uk)

Any complaint to the Information Commissioner is without prejudice to your right to seek redress through the courts.

### **CONTACT DETAILS**

The data controller for your personal data is the Department for Business, Energy & Industrial Strategy (BEIS). You can contact the BEIS Data Protection Officer at:

BEIS Data Protection Officer  
Department for Business, Energy and Industrial Strategy  
1 Victoria Street  
London  
SW1H 0ET

Email: [dataprotection@beis.gov.uk](mailto:dataprotection@beis.gov.uk)

## Annex 10: Scheme Participant Privacy notice guidance

This document is for LAs in receipt of grants under the Sustainable Warmth Scheme (the Scheme). It provides guidance on how the Scheme's UK GDPR Privacy Notice should be used.

### LA Obligations

Section 4.2 – Monitoring and Evaluation of the Scheme Guidance states that:

*LAs that receive funding have the responsibility of ensuring that all installers or delivery partners collect and provide appropriate information specified by BEIS to support monitoring and evaluation. Details of this will be outlined in the MoU. To achieve this, prior to collecting any data from subjects under this scheme, LAs are expected to:*

- Include our data collection requirements in all relevant contracts with installers and delivery partners, ensuring they understand and accept them.*
- Ensure they display or make available our standardised Privacy Notice to all data subjects, prior to the collection of data, to support compliance with data processing transparency requirements.*
- Where explicit consent is required from data subjects (such as for permission to re-contact), to use either BEIS's suggested consent statement or functional equivalent to capture this consent and maintain logs of this in your scheme data, as per our specified requirements there.*
- Agree and sign a standardised Data Sharing Agreement between the LA and BEIS, establishing the roles, process, scope and purpose of sharing this Management Information data between our organisations.*
- Demonstrate sufficient resource in their bids to manage the above requirements to an effective level of quality, and to maintain this for the full project duration.*

Meeting the obligations set out above requires the processing and sharing of personal data. As per **paragraph 72** of the MoU, LAs are expected to provide BEIS with a monthly report containing record-level management information data on the status and characteristics of each installation delivered (see MoU **Annex 8**) for the Data Dictionary). This is called the Scheme Delivery data. The UK General Data Protection Regulation (GDPR) requires that organisations that collect personal data from individuals must provide detailed and specific information in their privacy notices.

Failure to sufficiently notify data subjects about the processing of their data could constitute a breach of UK GDPR. To ensure compliance with data protection principles, BEIS has provided LAs with a BEIS Privacy Notice that must be shared with data subjects on behalf of BEIS. Unless not processing any personal data, LAs are required to also share their own separate Privacy Notice with data subjects, covering LA processing of the data. In line with [ICO guidance](#), this should include:

- The contact details of their organisation, and their data protection officer (if applicable).
- The purposes of processing the data.
- The lawful basis for processing the data.
- The categories of personal data obtained.
- The recipients of the personal data and who it will be shared with.
- Details of any international transfers.
- The retention period.
- The rights available in respect of the processing.
- The right to lodge a complaint to ICO.

### Using the privacy notice

As outlined above, all individuals (data subjects) participating in the Scheme must have BEIS and LA privacy notices made available to them in advance of any data collection or processing. Data subjects may include households, landlords, installers, sub-contractors and other third-party organisations.

The way in which the privacy notices are provided to data subjects may vary by LA delivery model. For example, privacy notices may be distributed directly to data subjects by LAs, or via installers and/or delivery partners. Regardless of the method by which the privacy notices are disseminated, LAs are responsible for ensuring that data subjects are shown valid privacy notices prior to the collection of their data.

### Purpose and processing of the personal data by BEIS

BEIS processing of the personal data will cover a range of different purposes, including specific processes that need to be followed. These are outlined below:

- **Scheme Delivery data:** This includes all data points included in the Data Dictionary (see MoU **Annex 8**), for example address, contact details, measures installed, etc. As processing of this data is essential for the delivery, administration and evaluation of the scheme as well as statistical, research and fraud prevention purposes, it falls under the legal basis of [Public Task](#). As such, consent is not required for processing of this data, and data subjects cannot opt

out of having their data shared with and processed by BEIS if they want to participate in the scheme.

- **Consent to recontact data subjects:** BEIS and/or its contractors may want to recontact data subjects to invite them to take part in future research. Using personal data for this purpose falls under the legal basis of [Consent](#). As such, data subjects may opt in or out of being recontacted by BEIS and/or contractors in the future. Please note, this does not mean data subjects can opt in or out of having their data processed by BEIS and/or contractors – consent only applies to being recontacted to take part in research.
  - **For Households:** all consumers should be asked via an explicit consent statement (provided in the Consent Statement section below) if they consent to being potentially recontacted to take part in research and evaluation, irrespective of whether the installation is carried out or not. Details of the consent (also provided below) should be recorded in the Scheme Delivery data that will be shared with BEIS, as required under the Consent legal basis.
  - **For Installers:** personal information for businesses is only relevant where an individual can be identified, this could be an email or phone number linked to an individual employee or details of sole traders. It will be essential to collect installer information to effectively deliver the scheme, and this may include personal data. Consent is only required when asking installers permission to be recontacted for further research. As with consumers, installer consent should also be recorded in the Scheme Delivery data shared with BEIS and the consent statement must be used.

### Consent Statement

**Please note consent to recontact is not covered by the Privacy Notice alone. The below consent statement should be used and a record of the consent collected in line with the below instructions.**

BEIS requires specified and informed consent to recontact participants for research and evaluation purposes. As such, the below consent statement must be used with participants when asking for their consent to be recontacted:

To assist in the administration of the program LA Scheme, [REDACTED]

Sustainable Warmth - Home Upgrade Grant Phase 1

[REDACTED], South Derbyshire Council would like to process your personal data in order for LA Scheme, [REDACTED], BEIS or their appointed contractors to contact you to participate in further research and evaluation activities.

Do you consent to South Derbyshire Council, BEIS, or their appointed contractors, using your provided contact details to recontact you for the purpose of research and evaluation related to the installation received under LA Scheme, [REDACTED]. Your consent is not required for the installation to take place. You have the right to withdraw consent at any time by contacting South Derbyshire Council or BEIS at any time, using the contact details provided in the privacy notices.

Yes  No

It is also necessary to keep a record of:

- participant consent (i.e. Yes or No),
- the date on which consent was given (keep records of dated documents; if consent is oral please keep a note of the time and date for conversations)
- how participants consented (i.e. orally or in writing)
- what they were told (i.e. confirmation the above consent statement was used, orally or in writing; if an alternative or altered consent form was used, please keep a master copy of the script or consent form)
- whether consent has been withdrawn and if so, the date.

The above information will be fed to BEIS via the monthly Scheme Delivery data report. The Scheme Delivery data report will contain fields where the above information can be input.

### **Sensitive Data Processing**

Sensitive data is not expected to be shared with BEIS.

## Annex 11: Change Request Form

The Change Request template and process will be defined at a later date prior to delivery of the scheme. The Authority will be briefed by the Project Team on the full change procedure and given the necessary tools and template to adhere to the correct process required.

Please see the section on Change Requests and Variations (**paragraphs 57 to 60**) for the details of the form contents.

## Annex 12: Oracle LA Registration Set-up Form

*This form should be used for all organisations.*

### 1. Name of Company:

[ ]

### 2. VAT Registration Number (if applicable):

[ ]

### 3. Company Address

#### a. First line:

[ ]

#### b. City:

[ ]

#### c. County:

[ ]

#### d. Postcode:

[ ]

#### e. Email:

[ ]

### 4. Site Contact

#### a. Name:

[ ]

#### b. Tel. No.:

[ ]

#### c. Email:

[ ]

**5. Bank Details**

a. Bank Name:

[REDACTED]

b. Account Number: [REDACTED]

c. Sort Code: [REDACTED]

d. Branch Name: [REDACTED]

e. Account Holder name: [REDACTED]

**6. Number of Full Time (or equivalent) Employees (FTE):**

[REDACTED]