

**RECORD OF EXECUTIVE DECISION TAKEN BY AN EXECUTIVE MEMBER**

This form **MUST** be used to record any decision taken by the Elected Mayor or an individual Executive Member (Portfolio Holder).  
 The form must be completed and passed to the Service Manager (Committee & Administrative Services) no later than NOON on the second working day after the day on which the decision is taken. No action may be taken to implement the decision(s) recorded on this form until 7 days have passed and the Service Manager (Committee & Administrative Services) has confirmed the decision has not been called in.

**1. Description of decision**  
 To accept the Cycle Training Grant award of £98,495 for 01/09/16 to 31/03/20

**2. Date of decision**  
14 October 2016

**3. Reasons for decision**  
 To enable the Council to offer Bikeability training to school pupils up to Year 13 in the Borough for a period between 1 September 2016 and 31 March 2020

**4. Alternatives considered and rejected**  
 The alternative was no to accept the Grant, this was rejected.

**5. How decision is to be funded**  
 Receipt of a Grant from the Department of Transport.

<b>6. Conflicts of interest</b>			
Name of all Executive members who were consulted AND declared a conflict of interest.	Nature of interest	Did Standards Committee give a dispensation for that conflict of interest? (If yes, give details and date of dispensation)	Did the Chief Executive give a dispensation for that conflict of interest? (If yes, give details and the date of the dispensation).

The Mayor has been consulted on this

N/A

decision

Signed *Dr Hodgson*

Date *14* October 2016

Name of Decision Taker -

The Mayor

**This is a public document. A copy of it must be given to the Service Manager (Committee & Administrative Services) as soon as it is completed.**

Date decision published: *14<sup>th</sup> October 2016*

Date decision can be implemented if not called in: *26<sup>th</sup> October 2016*

(Decision to be made exempt from call in..... NO.....

**Bedford Borough Council – The Mayor**

**October 2016**

**Report by: Andrew McGrorey Client Transport and Road Safety Operations Manager**

**Subject: Local Authority Cycle Training Grant Award 01/09/16 to 31/03/20**

**1. Executive Summary**

1.1. The Department for Transport (DfT) have awarded the Council a cycle training grant for 01/09/16 to 31/03/20 of £98,495. This report gives details of the award and recommends acceptance by a Mayoral decision.

**2. Recommendations**

2.1 **That the Mayor considers, and if satisfied, accepts of the Cycle Training Grant award of £98,495 for 01/09/16 to 31/03/20.**

**3. Reasons For Recommendations**

3.1 To enable the Council to offer Bikeability training to school pupils up to Year 13 in the Borough for a period between 1 September 2016 and 31 March 2020.

**4. Key Implications**

4.1 The grant enables the Council to offer cycle training which provides qualifying students with the life-long skills and knowledge that are necessary to enjoy riding a bike competently and safely on the road at no cost to the individual student or to the Council (see Section 5.3). The training delivery will be undertaken by Outspoken Training who have responded successfully to an ITT tendered in line with procurement guidelines in February 2016.

### **Legal Issues**

- 4.2 The Council specifies that Outspoken Training have to certify that all cycle trainers are all qualified to deliver Bikeability national standards cycle training and have all received clearance from the Criminal Records Bureau /Disclosure Barring scheme to be responsible for and to supervise children during the training.
- 4.3 The Council also specifies that Outspoken Training ensures that Health and Safety Risk Assessments are carried out on roads that are to be used during the training, and are reviewed by the Instructors immediately before each training session to note any changes in circumstances.

### **Policy Issues**

- 4.4 The proposal directly supports the Council's Active Travel and Road Safety Strategies that form part of the Local Transport Plan 3 which was adopted by the Council on 23 February 2011, by promoting the use of sustainable modes of transport and educating road users to behave safely.
- 4.5 It also supports the aims and objectives of the Council's Sustainable Communities Strategy and Climate Change Strategy.

### **Resource Implications**

- 4.6 There are no onerous conditions associated with accepting the Grant. No additional resources are required as a result of this proposal. If the grant is not fully utilised by the end of the grant period, it will be returned to the DfT. Additional grant may be available if the demand is greater than estimated.

### **Risk Implications**

- 4.7 By not accepting the grant the Council would not be in a position to provide the life-long skills and knowledge that it offers to students and the long-term carbon reduction, air quality improvements and health improvement benefits that it could bring to the Borough.

## **Environmental Implications**

- 4.8 By accepting the grant award the Borough and its residents would benefit from the air quality and carbon reduction that could be delivered as young people are encouraged to cycle as a primary means of transport.

## **Equalities Impact**

- 4.9 The activity has no relevance to Bedford Borough Council's duty to promote equality of opportunity, promote good relations, promote positive attitudes and eliminate unlawful discrimination. An equality impact assessment is not needed.

## **5. Details**

- 5.1 The Department for Transport has awarded this Council £98,450 to deliver Bikeability training up until the end of March 2020. Whilst the terms and conditions remain the same as approved by previous Executive Decisions (Executive Decision 1012 dated 29 March 2012, Executive Decision 1148 dated 22 November 2013, Executive Decision 1243 dated 17 April 2015 and Executive Decision 1289 dated 2 March 2016) this occasion differs significantly in that it is for multiple fiscal years. The full details of the funding allocated for each financial year and the element of Bikeability training it relates to are shown on the attached spread sheet at Appendix 1.
- 5.2 Bikeability training (as appropriate to their age) for the will be offered to all pupils in all the schools in the borough and will be administered by the Council and delivered via Outspoken Training. In all cases the training will be allocated on a first come first served basis. If demand outstrips funding an application will be made to the DfT for additional funds however this is unlikely to be successful as all local authorities have received less funding than they applied for and many particularly in the eastern region have fared worse than Bedford Borough regarding the allocation of funding.
- 5.3 The full amount of funding applied for was not granted. The grant allocated is approximately 65% of the value of the bid made. The DfT has allowed some funding from the first six months of the year that was not going to be used to be carried forward and the re alignment of funding granted for Bikeability Plus modules to cover the shortfall and allow some additional projected training (see letter from Richard Mace Head of Bikeability at the DfT, Appendix 2).

## 6 Summary of Consultations and Outcome

- 6.1 No consultation has been carried out on the recommendation as it is not deemed necessary.
- 6.2 The following Council units or Officers and/or other organisations have been consulted in preparing this report:

Management Team  
Relevant Managers  
Organisation(s) - *None*

## 7. Ward Councillor Views

- 7.1 Not applicable for this report.

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<i>Report Contact Officer:</i>	Andrew McGrorey- Client Transport and Road Safety Operations Manager (Interim) x42142 andrew.mcgrorey@bedford.gov.uk
<i>File Reference:</i>	None
<i>Previous Relevant Minutes:</i>	N/A
<i>Appendices</i>	Appendix 1 Spreadsheet showing individual element funding detail Appendix 2 Letter from Richard Mace Head of Bikeability at the DfT
<i>Background Papers:</i>	Department for Transport award letter dated 22 July 2016

September 2016 to March 2020 Bikeability cycle training grant offer for Bedford Borough Council

	Financial year	Sept 2016 - Mar 2017			2017 - 2018			2018 - 2019			2019 - 2020			Total	
	Offered DfT Bikeability grant funding	DfT funding per Bikeability training place (£)	Bikeability places	Total per level / module (£)	DfT funding per Bikeability training place (£)	Bikeability places	Total per level / module (£)	DfT funding per Bikeability training place (£)	Bikeability places	Total per level / module (£)	DfT funding per Bikeability training place (£)	Bikeability places	Total per level / module (£)	Total Bikeability places	Total per level / module (£)
Core	Level 1	£ 5.00	230	£ 1,150.00	£ 5.00	438	£ 2,190.00	£ 5.00	461	£ 2,305.00	£ 5.00	490	£ 2,450.00	1,619	£ 8,095.00
	Level 1/2 combined	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
	Level 2	£ 40.00	230	£ 9,200.00	£ 40.00	539	£ 21,560.00	£ 40.00	543	£ 21,720.00	£ 40.00	555	£ 22,200.00	1,867	£ 74,680.00
	Level 3	£ 40.00	29	£ 1,160.00	£ 40.00	51	£ 2,040.00	£ 40.00	66	£ 2,640.00	£ 40.00	82	£ 3,280.00	228	£ 9,120.00
Bikeability Plus	Bikeability Balance	£ 25.00	39	£ 975.00	£ 25.00	52	£ 1,300.00	£ 25.00	60	£ 1,500.00	£ 25.00	65	£ 1,625.00	216	£ 5,400.00
	Bikeability Bus	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
	Bikeability Fix	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
	Bikeability Promotion	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
	Bikeability On Show	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
	Bikeability Parents	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
	Bikeability Learn to Ride	£ 20.00	16	£ 320.00	£ 20.00	16	£ 320.00	£ 20.00	14	£ 280.00	£ 20.00	14	£ 280.00	60	£ 1,200.00
	Bikeability Recycled	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
	Bikeability Ride	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -
Bikeability Transition	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	£ -	0	£ -	0	£ -	
Totals	<b>Total core funding</b>	£ 11,510.00			£ 25,790.00			£ 26,665.00			£ 27,930.00			£ 91,895.00	
	<b>Total B+ funding</b>	£ 1,295.00			£ 1,620.00			£ 1,780.00			£ 1,905.00			£ 6,600.00	
	<b>Total DfT funding</b>	£ 12,805.00			£ 27,410.00			£ 28,445.00			£ 29,835.00			£ 98,495.00	

Bedford Borough Council accepts the offer of Grant contained in this funding agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

Signed by a person authorised to sign on behalf of the Grant Recipient:

Signature:

Position:

Date:



Department  
for Transport

Department for Transport  
Great Minster House  
33 Horseferry Road  
London  
SW1P 4DR  
Tel: 0300 330 3000

Web Site: [www.gov.uk/dft](http://www.gov.uk/dft)

DATE 15 August 2016

Dear Mr McGrorey,

I understand that you have been disappointed to receive less funding for your Bikeability than you requested. I would like to take the opportunity to write to explain the process for allocating funding.

The Bikeability programme remains a clear priority for Government. The funding being made available to between 2016 and 2020 enables the Bikeability programme to continue, and represents the strongest ever investment in Bikeability at national level. This investment has been made despite considerable pressures on Departmental revenue budgets.

Due to the success of Bikeability, demand for cycling training nationally has increased significantly. In total we received demand of £63 million, in comparison to £40 million of training grants available for training during this period. This meant that we could not possibly meet all requests for training places. We have taken care to ensure the best possible use of funding to meet our priorities for the Bikeability programme.

We have been transparent about the criteria for allocating funding from the start of the process. These were set out in bidding guidance to all authorities:

- Bids which sought to maximise the delivery by including a local financial contribution towards Bikeability training places received a lower reduction, based on the scale of the contribution.
- Bids with the greatest proportion of Level 3 places were considered favourably.
- Grant applicants' previous record of Bikeability delivery was taken into account. Applicants with a good track record of delivering their



allocated Bikeability training places in previous years also received a smaller reduction.

The above criteria have been rigorously applied to all bids received. If you have received a lower allocation than previous years, then your bid did not perform as strongly as others on one or more of the above criteria.

You make specific queries about reallocating your funding. You may carry over funding from the first six months of this financial year, as long as it is all spent in the same financial year. You may reallocate funding from Bikeability plus modules (such as Bikeability Balance training) by submitting a grant amendment request form to [bikeabilitygrants@sdgworld.net](mailto:bikeabilitygrants@sdgworld.net). You should be aware that when future allocations are being considered it may be possible that a lack of delivery for Bikeability plus modules could influence grant awards. We cannot support any reallocation of Level 1 funding.

I appreciate that receiving less funding than you requested may come as a disappointment, but the funding you have secured enables Bikeability to continue in your area and I hope that you will continue to show your enthusiasm for this important scheme. I hope this reply is helpful. If you have any further questions please email the Bikeability support team at: [bikeabilitygrants@sdgworld.net](mailto:bikeabilitygrants@sdgworld.net)

Yours sincerely,

**Richard Mace**

Head of Bikeability, Sustainable & Accessible Travel, Department for Transport

**BACKGROUND PAPERS  
AS SET OUT IN THE  
REPORT ARE  
ATTACHED**



Department  
for Transport

Andrew McGrorey  
Bedford Borough Council  
Room TO 04  
Barkers Lane Depot  
119 Barkers Lane  
Bedford  
MK41 9RR

Department for Transport  
Great Minster House  
Sustainable Travel, Zone  
2/16  
33 Horseferry Road  
London  
SW1P 4DR  
Tel: 0300 330 3000

Web Site: [www.dft.gov.uk](http://www.dft.gov.uk)

22 July 2016

Dear Andrew McGrorey,

### **Local Highway Authority – Bikeability Grant Awards September 2016 – March 2020**

Thank you for your recent bid for Bikeability cycle training grant funding; I am writing to confirm the grant award for your authority for the period 1<sup>st</sup> September 2016 to 31<sup>st</sup> March 2020. As you may be aware, we received bids totalling almost £63m for the period to March 2020, substantially more than the total funding currently available. We have therefore applied the sift criteria set out in the bidding guidance to align bids with the funding available. Your offer is made based on the proportions of each Bikeability Level / Bikeability Plus module in your original bid. Please consider whether this offer for each Bikeability Level / Plus module is still achievable and deliverable.

The spreadsheet accompanying this letter confirms your allocation for the period September 2016 to March 2017 and for each of the financial years from April 2017 to March 2020. You will be given an opportunity to review your allocation before each financial year commences. The Department for Transport (DfT) may also review your allocation and training delivery periodically.

If you are content with the offer please retain one copy of this agreement and your attached allocation for your records, and **return a signed copy of both these terms and your attached allocation** to DfT at the address detailed in the Acceptance section no later than **19<sup>th</sup> August 2016**. All Bikeability training allocated for each financial year should be delivered by the 31<sup>st</sup> March of each year and claimed no later than 30<sup>th</sup> April of each year. If you have any further questions or require advice on your delivery plans, please request this by email to: [bikeabilitygrants@sdgworld.net](mailto:bikeabilitygrants@sdgworld.net).

Grants will be met in full subject to the satisfactory delivery of Bikeability programmes in accordance with the terms and conditions outlined in the guidance notes released with the funding application form on the 22nd April 2016 as well as individual grant agreements.

Anyone wishing to declare underspend should do so as soon as they are aware, so that it can be reallocated to another grant recipient as soon as possible. We appreciate that grant recipients may equally want to try and deliver more Bikeability training if funding becomes available within a financial year. Please contact the Bikeability support team, at [bikeabilitygrants@sdgworld.net](mailto:bikeabilitygrants@sdgworld.net), if you think you will require funding for additional places during this period.

I also wish to call on you to participate in the evaluation of the training programme over the next two years. This study will help decide the scheme's future funding as well as identifying its local impact in your area. For further details on participation, please email us at [contactus@bikeability.org.uk](mailto:contactus@bikeability.org.uk).



Department  
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The Association of Bikeability Schemes (TABS) is a member organisation acting as an industry representative for Bikeability schemes and providing professional training and networking opportunities for members and sharing of best practice in delivery and procurement. For more information on how to join TABS, please visit the TABS website: <http://www.tabs-uk.org.uk/joining-tabs/> or email [isobel@tabs-uk.org.uk](mailto:isobel@tabs-uk.org.uk).

Thank you in advance for your work in supporting the Bikeability scheme and may I take this opportunity to wish you every success with your programme in the coming months.

Yours sincerely,

A handwritten signature in blue ink that reads "R. Mace." The signature is written in a cursive style.

**Richard Mace**  
**Sustainable Accessible Travel Team**



Department  
for Transport

## **AGREEMENT FOR FUNDING TO DELIVER BIKEABILITY CYCLE TRAINING SEPTEMBER 2016 – March 2020**

### **1. Definitions**

In this funding agreement:

"DfT" means the Department for Transport, acting on behalf of the Secretary of State for Transport.

"the National Standard" is the National Standard for cycle training, announced by the Minister for Local Government on 10th March, 2005.

"Bikeability" is the name under which the National Standard is promoted and delivered in England.

"the Project" means funding for children attending compulsory education to receive Bikeability cycle training, which aims to increase the number of children receiving cycle training.

"Bid" means an application made by **Bedford Borough Council** for a grant for Bikeability cycle training.

"the Grant Recipient" means **Bedford Borough Council**.

"the Grant" means the amount of funding specified in clause 3 of this agreement, made under section 40(1) of the Road Traffic Act 1988, being payments to any local authority or any authority or body for meeting the whole or part of the capital or running costs of any measures for promoting road safety.

"Eligible Expenditure" means the payments to **Bedford Borough Council** which has been identified as being able to deliver Bikeability cycle training for the purposes of the Project.

"Funding Period" means the period starting from the date of this agreement and ending on 31 March 2020.

### **2. Purpose of the Grant**

The purpose of the Grant is to deliver, by 31 March 2020, a programme to provide Bikeability cycle training for children attending compulsory education in England exclusively to the National Standard for cycle training and to train additional National Standard Instructors and Assistant Instructors as required.



### **3. Amount of Grant**

Your fully detailed grant allocation for each year at each Bikeability Level and Bikeability Plus module is detailed in the attached spreadsheet.

Funding allocated per Bikeability Level or Bikeability Plus module is intended for delivery of that Level or Module alone; funding is not transferable between Levels or modules. If Grant Recipients wish to amend their allocation across the Bikeability Levels or Bikeability Plus modules, they must agree with DfT a grant amendment in advance.

Note that repeat training of a child should not take place unless there are reasonable grounds to do so and where this does not exclude other children who have not taken part in any training the opportunity to do so. The types of grounds where re-training may be considered acceptable practice include a child failing to achieve all outcomes at a particular Bikeability Level or a child wishing to undertake more than one Bikeability Level of training or module of Bikeability Plus.

### **4. Grant Recipient conditions**

The Grant Recipient must comply with the following conditions:

- a) Make satisfactory progress with the Project to achieve the purpose of the Grant by the end of March 2020;
- b) Agree in advance with the DfT any significant changes to the Project, or to any of the objectives, activities and milestones;
- c) Maintain and operate effective monitoring and financial management systems for the Project in order to control expenditure and to ensure that the costs of achieving the objectives, activities and milestones can be clearly identified;
- d) Keep a record of expenditure funded partly or wholly by the Grant and all income generated by the Project, and retain all accounting records relating to that expenditure and income for a period of at least six years after the end of the Grant funding. [Note: accounting records include original invoices, receipts, accounts and deeds, whether in writing or electronic form]. Such records must also be kept for any income generated with the help of the Grant. The Grant Recipient must make these available at any reasonable time for inspection by officials from the DfT or their representatives or by the Comptroller and Auditor General or his/her representatives;
- e) Ensure that all recipients under the Project meet the criteria for grant and have all the necessary permissions and authority (whether required by legislation or otherwise) to undertake the works and activities detailed in the Bid;
- f) Take all reasonable steps to ensure that they and anyone acting on their behalf under the Project comply with the law for the time being in force in the United Kingdom, including, in particular (so far as binding on the Grant Recipient), the requirements of the Health and Safety at Work Act 1974, Data Protection Act 1998, Equality Act 2010 and the Bribery Act 2010. Note: The Equality and Human Rights Commission have issued Codes of Practice giving guidance on the law relating to equal opportunities and on good practices in employment;



g) Keep a record of the number of children who receive Bikeability cycle training broken down by course i.e. Bikeability Levels 1-3 and Bikeability Plus modules. The records should also be able to identify the location the training took place.

i) Claim no more than the agreed contribution per head towards the cost of each Bikeability Level or Bikeability Plus module training place.

j) Every child reaching Level 1, 2 or 3 of the National Standard must receive a Bikeability badge, Bikeability certificate and the relevant booklet produced by Department for Transport approved suppliers and purchased via the mechanisms specified by Department for Transport Bikeability support contractors. The same applies for:

- certificates and stickers for Bikeability Balance;
- certificates for Bikeability Fix; and
- certificates for Bikeability Learn to Ride.

Any costs over and above the amount claimed from the DfT should be met by the grant recipient.

k) Provide one training place at the agreed amount for each Bikeability Level or Bikeability Plus module. Provided this is the case funding may be used to fund in part or in full the cost/s of the following:

- Training National Standard Instructor Trainers, National Standard Instructors and National Standard Assistant Instructors. Note that trainees do not have to be directly employed by the grant recipient.
- Bikeability award materials used in connection with Bikeability delivery programmes funded in part or in full by the DfT.
- Administrative resource for the promotion and co-ordination of Bikeability delivery programmes funded in part or in full by the DfT.

l) Ensure that training is delivered by a registered Bikeability Scheme using National Standard trained and registered instructor/s who have live membership with a DfT approved Instructor Training Organisation. All training delivered must be in accordance with the approved details of that Bikeability scheme's registration and consistent with the standards required of Bikeability training. These are specified in the Bikeability training course manuals and Bikeability quality assurance system available on the Bikeability website.

**5. The Grant must not be claimed for any of the following:**

a) Funding for any existing programme of cycle training, whether or not delivered in line with National Standard cycle training;

b) Activities of a political or exclusively religious nature;

c) Works or activities that any person has a statutory duty to undertake;

d) Depreciation, amortisation or impairment of fixed assets;



- e) Input VAT reclaimable by the Grant Recipient from H. M. Revenue & Customs;
- f) Interest payments or service charge payments for finance leases;
- g) Gifts;
- h) Entertaining;
- i) Payments by the Grant Recipient in advance of need;
- j) Statutory fines, criminal fines or penalties.
- k) Payments that support activity intended to influence or attempt to influence Parliament, Government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action.

## **6. Payment arrangements**

The Grant will only be paid upon application by the Grant Recipient giving prescribed details of Eligible Expenditure.

Grant claims must be made on the standard form provided by the DfT and submitted together with Bikeability training monitoring data. No funding will be released without the supply of supporting monitoring data. Grant claims must also be certified by the Grant Recipient's chief financial officer (or equivalent) or by such other person as has been appointed for this purpose by the Grant Recipient with the approval of the DfT.

## **7. Monitoring progress under the Scheme**

The Grant is subject to review and progress reports may be requested from the Grant Recipient by the DfT; these must outline the Project's progress to-date against the programme objectives, activities, milestones and baselines set out in the grant application and bidding process as well as any other information reasonably requested.

The Grant Recipient is also required to supply monitoring information to school level concerning the delivery of the Bikeability programme when requested. As a minimum, grant recipients are required to submit monitoring data in a format to be advised by the DfT with each grant claim form as Grant will not be paid until monitoring data has been submitted. Formal review will also take place at the end of each financial year for which the grant recipient is required to submit monitoring data in a format to be advised by the DfT. Grant Recipients are expected to submit complete monitoring data for the complete financial year no later than 30<sup>th</sup> April of each financial year.

In addition to the formal monitoring required, the Grant Recipient must notify the DfT at the earliest opportunity if the full allocation of Bikeability training places is not going to be delivered. If this occurs, the grant recipient is required to submit a completed grant amendment request form to confirm the amount of places being surrendered. Late notice of under-delivery may be subject to allocations for future financial years being reduced. Alternatively, if the Grant Recipient identifies that additional Bikeability training places can be delivered before the end of that financial year, they should submit a completed grant amendment request form to confirm the amount of additional places required. Grant





Recipients must check if the required extra funding is available before committing to any further delivery plans. If additional funds are available, the DfT will allocate these on a first come, first served basis.

## **8. Value for money and procurement requirements**

The Grant Recipient must use its reasonable endeavours to ensure that its partners secure the best value for money in the purchase of Bikeability cycle training for the purposes of the Project.

If applicable, the Grant Recipient must take all reasonable steps to ensure that no member of the partnership incurs Eligible Expenditure without having complied with the requirements of the Public Contracts Regulations 2015 (SI 2015/102). Although the Regulations apply primarily to public sector bodies, they may also apply to the procurement of goods and services by a private person where more than 50 per cent of the consideration is contributed by a public sector body.

## **9. Conflicts of interest and financial or other irregularities**

Officers, members and employees of the Grant Recipient must be careful to avoid conflicts of interest. The Grant Recipient must set up formal procedures to require all such persons to declare any personal or financial interest in any matter concerning the Project and to be excluded from any discussion or decision-making relating to the matter concerned.

If the Grant Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this funding agreement, it must notify the DfT immediately, explain what steps are being taken to investigate the suspicion, and keep the DfT informed about the progress of the investigation. For these purposes "financial irregularity" includes deception, fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than the purposes of the Project.

## **10. Publicity**

The Grant Recipient must:

- a) Ensure the Project is promoted and delivered as a national project bearing prominently the Bikeability and DfT logos and making it clear to enquirers that the Grant Recipient is delivering cycle training to the National Standard (Bikeability) on behalf of DfT. Bikeability training must be advertised and promoted as such in accordance with the relevant guidelines covering logo use.
- b) Give appropriate publicity to the Project by drawing attention to the benefits and opportunities it affords. In acknowledging the Government's contribution, the Grant Recipient must comply with any guidance on publicity provided by the DfT, and must in particular, acknowledge that the Project has received the Grant from the DfT.



## **11. Copyright and sharing good practice**

The Grant Recipient grants a licence to the Secretary of State for Transport under section 91(3) of the Copyright Designs and Patent Act 1988 in relation to the future copyright in works funded in whole or in part by Grant paid under this agreement. This licence is non-exclusive and is granted without provision for the payment of royalties for the full period protected by copyright in the works in order to allow the Secretary of State for Transport to copy, issue or adapt any such works for his own purposes.

Any information, know-how, system or process learned from or created in operating the Project (including examples of good practice) may be disseminated by the DfT among all persons or bodies who have responsibility for similar projects under the scheme. The Grant Recipient agrees that such persons may share and use freely all such information, know-how, system or process for their own purposes.

## **12. Reviewing the funding agreement**

The DfT may at any time, with the agreement or at the request of the Grant Recipient, revise, revoke or add to the terms and conditions of this funding agreement.

## **13. Breach of conditions, termination and refunding of the Grant**

If the Grant Recipient breaches any of the conditions in the funding agreement (which for the avoidance of doubt are not limited to those set out in paragraph 4), then the DfT reserves the right to terminate the funding agreement. That right to terminate will be exercised reasonably and any remedial action will be proportionate to the breach.

If there is any Grant money still to be claimed by the Grant Recipient they will cease to be paid by the DfT. In addition the DfT may reduce, suspend, or withhold Grant payments, or require all or any part of the Grant to be repaid.

Without prejudice to the generality of the foregoing, the Grant Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment if:

- a) the Grant Recipient owes any sum to the DfT under an offer of Grant for any other project or activities under any scheme or programme administered by the DfT for regeneration or development;
- b) the Grant Recipient purports to transfer or assign any rights, interests or obligations arising under this funding agreement without the agreement in advance of the DfT;
- c) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the DfT considers to be material;
- d) the Grant Recipient takes inadequate measures to investigate and report any reported irregularity;
- e) it appears to the DfT that the Grant Recipient no longer requires any Grant assistance in order to carry out the Project;



Department  
for Transport

f) it appears to the DfT that other circumstances have arisen or events have occurred which are likely to significantly affect the Grant Recipient's ability to complete or continue the Project in a satisfactory manner;

g) a report on Grant usage is unsatisfactory because it contains an adverse opinion, a qualified opinion or a disclaimer of opinion.

Where the DfT has required the Grant Recipient to repay any amount, the DfT may recover that amount by withholding, or deducting the amount from, any sum due to the Grant Recipient from the DfT under an offer of Grant for any other project or activities under any scheme or programme administered by the DfT.

It is hoped that most difficulties encountered by the Grant Recipient can be overcome with the advice and support of the DfT. In the event that it becomes necessary to take steps to enforce the terms and conditions of this funding agreement, the DfT will write to the chief executive (or equivalent) of the Grant Recipient giving particulars of its concern about the Project or of any breach of a term or condition of the Grant.

The Grant Recipient must act within 30 days (or earlier, depending on the severity of the problem) to address the DfT's concern or rectify the breach, and may consult the DfT or agree with it an action plan for resolving the problem. If the DfT is not satisfied with steps taken by the Grant Recipient to address its concern or rectify the breach, it may take steps to withhold or suspend the further payment of the Grant, or to recover the Grant already paid.

#### **14. Termination of the funding agreement**

DfT reserves the right to terminate this funding agreement by giving three months' written notice to the Grant Recipient.



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## 15. Acceptance

If the Grant Recipient wishes to accept this offer of funding would its authorised signatory return **a signed copy of these terms and a signed copy of the attached funding agreement no later than 19<sup>th</sup> August 2016**. Please sign in the spaces provided and return to DfT at the following address:

Bikeability Grants  
Steer Davies Gleave  
28-32 Upper Ground  
London  
SE1 9PD

or a scanned copy of the signed documents by email to:

[BIKEABILITYGRANTS@SDGWORLD.NET](mailto:BIKEABILITYGRANTS@SDGWORLD.NET)

*R. Mace.*

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### **Richard Mace**

Sustainable Accessible Travel Team, DfT

(An officer in the Department for Transport authorised by the Secretary of State for Transport to sign on his behalf)

Date: 22 July 2016

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Bedford Borough Council accepts the offer of Grant contained in this funding agreement and agrees to comply with the terms and conditions of the Grant on which the offer is made.

Signed by a person authorised to sign on behalf of the Grant Recipient:

Signature:

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Position:

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Date: