



NPA/22/023

Dartmoor National Park Authority

10 June 2022

Enforcement Policy (Byelaws)

Report of the Director of Conservation and Communities

Recommendation: **That Members approve the introduction of the Dartmoor National Park Authority - Enforcement Policy (Byelaws)**

1 Background

- 1.1 At the Authority Meeting on 04 February 2022, Members approved the introduction of body worn cameras for use by Authority staff (focused on the Ranger Team).
- 1.2 At the same meeting Members also moved to agree that Authority staff will work in partnership with the relevant authorities to support the Community Protection Notice process as already operated across the National Park.
- 1.3 It was noted that the proposal to introduce body worn cameras, for a pilot or trial period, will not change the role of our Rangers: their primary role is to engage with the public, help people enjoy the National Park and look after it. If engagement and 'education', do not work, then the Rangers do have a role in enforcing existing byelaws and body worn cameras could assist in this process by providing clear evidence.
- 1.4 The enforcement options available for a breach of byelaw are:
 - Verbal warning delivered by an officer of the Authority (e.g. Ranger)
 - Written warning
 - Caution
 - Prosecution
- 1.5 The proposed Enforcement Policy (attached at Appendix 1) sets out how we may enforce the protections and prohibitions which are included in the byelaws and, if required, take legal action.
- 1.6 Legal action must always be evidence-based and in the public interest. To support this a separate Enforcement Policy is required. If approved the Enforcement Policy will be publicly available on our website.

2 The requirement for an Enforcement Policy

- 2.1 Devon County Council (DCC), who provide legal services to the Authority under a service level agreement, have advised that DNPA need an Enforcement Policy to support legal action. They have supported our development of the policy and the draft policy is attached in Appendix 1.
- 2.2 A public Enforcement Policy will provide transparency and a framework to support taking legal action.
- 2.3 Any decision to prosecute will be taken in accordance with the principles set out in the Code for Crown Prosecutors¹.
- 2.4 DNPA's current Scheme of Delegation provides the Chief Executive (NPO) with the following authority in regard to legal action and under 8.4 of the Scheme of Delegation states:

The Chief Executive (NPO) is hereby authorised to:

- *bring prosecution proceedings in any criminal court, where it is considered clearly expedient for the promotion or protection of National Park purposes and duties or the interests of the Authority, including the contravention of National Park Byelaws, or offences contrary to any enactment;*

- 2.5 Furthermore, the CE (NPO) can delegate this further under 8.5 of the Scheme:

- *authorise any Officer of the Authority to prosecute or defend or appear on behalf of the Authority in any legal proceedings pursuant to Section 223 of the Local Government Act 1972, and to appear on behalf of the Authority before any Inquiry, Tribunal or other body;*

- 2.5 The Scheme of Delegation as stated in 2.4 means that the Chief Executive (NPO) or those officers with delegated authority would not need to seek separate Authority approval before pursuing legal action relating to byelaw enforcement.

3 Policy and Guidance

- 3.1 Training will be provided to all Rangers and other relevant officers, so that they can follow the Enforcement Policy, if approved. This will cover policy and guidance, operational issues and best practice to ensure effective enforcement procedures.

4 Financial Implications

- 4.1 The drafting of the Enforcement Policy has been done by a Barrister acting on behalf of DCC and whilst falling outside the scope of our SLA, the cost of the work has been met by allocated funds and within an agreed budget.
- 4.2 There will be additional costs for staff time in training (to be confirmed).

5 Equality Impact

- 5.1 The Enforcement Policy would not adversely affect any person with a protected characteristic as covered by the Public sector equality duty.

6 Conclusion

- 6.1 We are recommending that Members approve the introduction of the draft Enforcement Policy as outlined in Appendix 1.

RICHARD DRYSDALE

- 1. [The Code for Crown Prosecutors | The Crown Prosecution Service \(cps.gov.uk\)](https://www.cps.gov.uk)

Attachments : Appendix 1 – Draft Enforcement Policy

2022 06 0 RD Enforcement Policy



DARTMOOR NATIONAL PARK AUTHORITY

ENFORCEMENT POLICY (BYELAWS)

Reasons for taking enforcement

1. Dartmoor National Park along with the other National Parks in the United Kingdom, is a protected landscape and a special environment of national importance.
2. This policy sets out how Dartmoor National Park Authority (“DNPA”) will enforce the protections and prohibitions which are included in its byelaws.
3. This policy is consistent with National Park purposes, the aims of enhancing biodiversity and promoting nature recovery; whilst encouraging sustainable tourism and improving public access.
4. The byelaws form part of DNPA’s enforcement powers to address anti-social behaviour and damage and ensure that respect for protected landscapes is maintained.

How do we achieve consistency and transparency?

5. The principles and aims of enforcement are to:
 - a. Achieve compliance with byelaws by encouraging the offender to cease the offending activity
 - b. Deter the offender from committing future breaches
 - c. Deter others from committing similar breaches
 - d. Minimise the risk of harm to the special qualities of the National Park, persons who live in the National Park and those who visit it
6. We will act proportionately when we apply the law. We will consider the impact or risk of impact on the environment and people and the seriousness of the breach.
7. We aim to be consistent in our approach to enforcing byelaws. However, as every situation is fact specific, this does not mean that the same level of response will always be given in a particular set of circumstances. Our staff

will consider factors such as the attitude of the offender, any previous history, any circumstances that are relevant at the time.

What enforcement options do we have

8. The enforcement options available for a breach of byelaw are:
 - Verbal warning delivered by an officer of the DNPA (e.g. Ranger)
 - Written warning
 - Caution
 - Prosecution

How do we choose which is the appropriate level of action?

9. The issue of a verbal warning is at the discretion of the DNPA Ranger or member of staff.
10. Where a verbal warning is not sufficient, the matter will be reported. The relevant circumstances will be reviewed by appropriate/authorised DNPA officers, and the appropriate response determined.
11. The factors that may be considered when selecting the enforcement response will include, but are not limited to:
 - a. The seriousness of the breach, including:
 - its duration
 - any actual harm or risk of harm to the environment
 - the prevalence of a particular type of offending in a particular area as this is more likely to add to the harm caused and therefore its seriousness
 - whether anyone else was affected by the breach, including visitors to the National Park and DNPA officers
 - b. The attitude and personal circumstances of the offender, including:
 - whether the breach was ceased immediately upon request
 - any previous warnings or advice that had been given
12. In general, the more weight that attaches to the answers, the more likely it is that an escalated response will be proportionate. Any decision to prosecute will be taken in accordance with the principles set out in [The Code for Crown Prosecutors](#).

Links to other useful documents

Byelaws - <https://www.dartmoor.gov.uk/about-us/who-we-are/byelaws>

Local Enforcement Plan (Development Management) – *currently being updated*

Complaints procedure - <https://www.dartmoor.gov.uk/about-us/contact-us/feedback-and-complaints>

Document History:

Revision No.	Originator of change	Date of change	Change Description
1.	Neil White	May 2022	Original policy & guidance introduced



NPA/22/024

Dartmoor National Park Authority

10 June 2022

Appointments to The Dartmoor Commoners' Council

Report of the Chief Executive (National Park Officer)

Recommendation: That Members confirm the re-appointment of Mr Russell Ashford as a land owner representative on the Dartmoor Commoners' Council, as required by the Dartmoor Commons Act 1985 section 3(2d)

1 Introduction

- 1.1 The Dartmoor Commons Act 1985 established the Dartmoor Commoners' Council and laid down the arrangements for its future working, including the appointment of members. The primary purposes of the Council are to maintain the commons of Dartmoor, to promote standards of livestock husbandry on the commons and to regulate public access.
- 1.2 The Commoners' Council comprises a minimum of 26 members and a maximum of 28 members at any one time. The appointment of members – in terms of who may appoint, how many and to represent which interests – is prescribed by the Dartmoor Commons Act 1985.
- 1.3 The Act provides for the Authority to appoint 4 persons to the Commoners' Council:
 - 2 to represent the National Park Authority, one of whom shall be a person appointed by the Secretary of State
 - 2 people “appearing to represent the interests of owners (other than the Duchy of Cornwall and the Park Authority) of lands forming part of the commons.”
- 1.4 The two landowner representatives appointed by the Authority are appointed for four-year periods from the appointed day and thereafter for four year periods from 1 July. The current appointees are Mr Russell Ashford and Mrs Penny Warren. Mr Ashford's term of appointment expires at the end of June 2022 (Mrs Warren was appointed until the end of June 2024).
- 1.5 We have consulted with the Dartmoor Common Owners' Association who, have confirmed that they would support the re-appointment of Mr Russell Ashford for a further four-year term of office and have not suggested any other nominations.

2 Sustainability and Impact Assessment

2.1 The Authority will treat all nominations equally.

3 Financial

3.1 There are no direct financial implications for the Authority. The landowner representatives are not paid any allowance or mileage for attending meetings by the Authority.

4 Conclusion

4.1 It is recommended that Members confirm the re-appointment of Mr Russell Ashford to the Dartmoor Commoners' Council for a period of four years commencing on 1 July 2022.

KEVIN BISHOP



NPA/22/025

Dartmoor National Park Authority

10 June 2022

Defra National Park Grant Funding Agreement

Report of the Chief Executive (National Park Officer)

Recommendation: That Members consider the implications of the new Grant Funding Agreement and authorise the Chief Executive (National Park Officer), in consultation with the Chair of the Authority, to sign the new agreement on behalf of the Authority.

1 Background

- 1.1 National Park Authorities (NPAs) in England were established under the Environment Act 1995 (part III) as independent authorities to administer National Parks, within the framework of local authority legislation. The purposes of NPAs mirror those of National Parks, namely:
 - To conserve and enhance the natural beauty, wildlife, and cultural heritage of the National Parks; and
 - To promote opportunities for the understanding and enjoyment of the special qualities [of the Parks] by the public.
- 1.2 NPAs are also under a legal duty 'to seek to foster the economic and social well-being of local communities within the National Park', in pursuing the two purposes.
- 1.3 Section 72 of the Environment Act 1995 empowers the Secretary of State to make grants to a NPA (in consultation with Natural England) and with the consent of HM Treasury. National Park Grant (NPG) is a key funding source for the Authority: in 2021/22 we received £3,825,865 in the form of NPG and this accounted for almost 72% of our total expenditure.
- 1.4 Section 65 of the Environment Act 1995 empowers a NPA to do anything which in its opinion is calculated to facilitate or is conducive or incidental either to the accomplishment of National Park purposes, or to the execution of functions conferred on it by other legislation.
- 1.5 In 2019 Defra undertook a review of the 'National Park Authorities in England Grant Memorandum' (see NPA/19/028) which set out the accounting framework for NPG.

We were informed that this review was prompted by revised Cabinet Office guidance and a recommendation from the National Audit Office that Defra should up-date NPA grant arrangements and demonstrate stronger mechanisms for review and oversight. As a result of this review a new Grant Funding Agreement (GFA) was introduced in the form of a legal agreement/contract and a requirement that a new agreement has to be signed each time a Grant Funding Letter is issued.

2 Grant Funding Agreement 2022

- 2.1 We received our Grant Funding Letter for 2022/23 on 1 April 2022. Later that month Defra issued a revised draft FGA for comment. National Parks England sought to co-ordinate comments from the nine NPAs in England (the Broads Authority has left NPE). Defra have now issued the agreement for signing by each individual NPAs. The new FGA (see appendix 1) contains some potentially significant amendments, including:

Duration and purpose of the Grant

- 2.2 Paragraph 3.2 makes it clear that the funding is only for the financial year 2022/23 and that there is no commitment to funding by the Authority (Defra) beyond 31 March 2023. It also states that: “Any commitment to expenditure by the Grant Recipient (DNPA) before confirmation of funding by the Authority (Defra), would be at the risk of the Grant Recipient”. Whilst understanding the need to control expenditure and limit liability we have some concerns as to whether this could have an implication for our external audit as the auditors have to reach an opinion as to whether we are ‘going concerns’. We approached our current external auditors – Grant Thornton – who have informally indicated that they do not think this would materially affect their judgement as to whether DNPA is a ‘going concern’. Nevertheless, the GFA is for one year and does not provide the financial security that the independent review of protected landscapes led by Julian Glover called for.
- 2.3 Defra have, in part, accepted our concern that grant notification is too late in the business planning cycle: for the last two years we have received official notification shortly before the end of the financial year - after we have prepared the revenue budget and business plan and Members have approved these. In recognition of this concern the revised GFA states: “The Authority will endeavour to agree funding for Financial Years 2023-2024 and 2024-2025 with the Grant Recipient by 31 January 2023 and 31 January 2024 respectively”.

Payment of Grant

- 2.4 Paragraph 4.3 states that the Grant is conditional on the Grant Recipient (DNPA) delivering on the aims, objectives, milestones, and commitments set out in the Grant Recipient’s Business Plan for each Financial Year. The agreement also sets out the right of the Authority to reduce, suspend, terminate, or require any part or all of the grant to be repaid (paragraph 24.1). These rights can be exercised if the Grant Recipient (DNPA) is not making satisfactory progress to meet its Business Plan commitments within a financial year.
- 2.5 We understand that these amendments to the GFA have been prompted by a National Audit Office review that determined that previous agreements were not in compliance with the Government Functional Standard largely on the basis that there were no defined objectives or milestones within the agreement.

2.6 It is right that the Authority is accountable for progress against the agreed business plan but the changes to the GFA come after we have prepared, and Members have approved, the business plan for 2022/23. Our current business plan actions are stretching and require external funding to deliver, we would not want our ambition to 'count against us'. We have highlighted this concern to Defra, and they have stated that they can provide reassurance that they would take a pragmatic approach recognising that not everything is likely to be delivered within any given year exactly as planned.

Participation with National Landscapes Partnership

2.7 Section 29 of the GFA sets out Defra's intent to establish a new national landscapes partnership to build on existing collaboration between National Parks England, the National Association of Areas of Outstanding Natural Beauty, complemented by roles for the National Trails and National Parks Partnerships (NPP). Whilst accepting the need for effective collaboration we have questioned the wording of paragraph 29.3 and, in particular, sub-paragraph 29.3.3 which states that the Grant Recipient (DNPA) shall "promote the interests and strategy of the national landscapes partnership". This section could be interpreted as requiring us (as an independent, statutory body) to 'promote the interests and strategy' of a still to be established, non-statutory body that will cover National Parks, Areas of Outstanding Natural Beauty (AONBs) and National Trails. We have no detail on the national landscapes partnership nor of its interests and strategy but are being asked to sign a legal document which would require us to promote these interests.

2.8 We suggested that paragraph 29.3 be removed or paragraph 29.3.3 be re-worded thus: "promote the interests and strategy of the national landscapes partnership provided such promotion would not be contrary to the Grant Recipient's own interests (at all times acting reasonably)". Defra have not accepted this amendment but have sought to provide reassurance that the national landscapes partnership will be a collaborative partnership and that the interests of NPAs will be represented through NPE. They have also indicated that this section could be reviewed next year but this seems to re-emphasise that paragraph 29.3 may be premature: better to include such detail when the national landscapes partnership is established.

Farming in Protected Landscapes (FiPL)

2.9 FiPL is included within the GFA but is separate to National Park Grant. The agreement provides the basis for transferring FiPL money (which is ring-fenced for this purpose) to the Authority who then issue grant agreements to successful applicants (see NPA/21/019).

3 Financial Implications

3.1 The Financial Grant Agreement relates to the governance and accounting framework for NPG not the actual amount – it offers no financial security. The new wording for paragraph 3.2 makes this very clear.

3.2 The statutory arrangements under which Defra fund NPAs are quite loose i.e., they are not much more than S72(i) of the 1995 Environment Act stating that 'The Secretary of State may make grants to a National Park Authority for such purposes, of such amounts and on such terms and conditions as he thinks fit.'

3.3 Defra have indicated that they cannot pay the first installment of National Park Grant until they have received a signed copy of the GFA. As the GFA includes the payment of money for the FiPL programme we assume we will not receive any FiPL monies until the agreement is signed. Thus, delays in signing the agreement, if Members seek further amendments or reassurances, could cause cash flow issues as we are obviously spending money as an Authority and offering FiPL grants and agreements for 2022/23 (and beyond).

4 Conclusion

- 4.1 The draft National Park Grant Funding Agreement at Appendix 1 contains some important changes compared to the previous agreement. It is regrettable that work on the revised agreement did not start until the current financial year – the one which it pertains to as this has effectively reduced our opportunity to enter into a meaningful dialogue about the overall format of the agreement and the key areas of concern highlighted above.
- 4.2 Officers have some concerns that the revised GFA increase the risks for the Authority: any commitment to expenditure by the NPA before confirmation of funding by Defra is at our risk and the section on the yet to be established national landscapes partnership is, at best, poorly drafted. Defra officials have, through correspondence with officers, sought to clarify these risks and the potential implications of the changes.
- 4.3 The stated driver behind the draft agreement is to ensure compliance with Cabinet Office guidance and appropriate levels of oversight for Defra and accountability in the allocation and use of public money. It is right that the Authority is accountable for public money. The external and internal audit processes should provide this reassurance. Our key concern is the suitability of the format of the GFA for an independent, special purpose local authority.

KEVIN BISHOP

Appendix 1: Defra National Park Grant Funding Agreement

20220610 KB National Park Grant Funding Agreement

THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS

and

DARTMOOR NATIONAL PARK AUTHORITY

**GRANT FUNDING AGREEMENT
TO CARRY OUT STATUTORY OBLIGATIONS RELATING TO
NATIONAL PARKS**

1. INTRODUCTION.....	4
2. DEFINITIONS AND INTERPRETATION.....	4
3. DURATION AND PURPOSE OF THE GRANT.....	10
4. PAYMENT OF GRANT.....	11
5. ELIGIBLE AND INELIGIBLE EXPENDITURE.....	13
6. REVIEWS.....	14
7. MONITORING AND REPORTING.....	14
8. AUDITING AND ASSURANCE.....	15
9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY.....	16
10. CONFLICTS OF INTEREST.....	17
11. CONFIDENTIALITY.....	17
12. TRANSPARENCY.....	18
13. STATUTORY DUTIES.....	18
14. STAFFING AND MEMBERSHIP.....	18
15. DATA PROTECTION, PUBLIC PROCUREMENT AND SUBSIDY CONTROLS.....	19
16. INTELLECTUAL PROPERTY RIGHTS.....	20
17. ENVIRONMENTAL REQUIREMENTS.....	20
18. ASSETS.....	20
19. INSURANCE.....	21
20. ASSIGNMENT.....	21
21. LOSSES AND SPECIAL PAYMENTS.....	21
22. PUBLICITY.....	22
23. CHANGES TO THE AUTHORITY’S REQUIREMENTS.....	22
24. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION.....	22
25. DISPUTE RESOLUTION.....	24
26. LIMITATION OF LIABILITY.....	24
27. VAT.....	25
28. CODE OF CONDUCT FOR GRANT RECIPIENTS.....	25
29. PARTICIPATION WITH NATIONAL LANDSCAPES PARTNERSHIP.....	25
30. NOTICES.....	26
31. AMENDMENTS.....	26
32. GOVERNING LAW.....	26
ANNEX 1 – GRANT FUNDING LETTER.....	27

ANNEX 2 –THE FUNDED ACTIVITIES	29
ANNEX 2A – QUARTERLY REVIEW UPDATE	30
ANNEX 3 – PAYMENT SCHEDULE	31
ANNEX 4 - GRANT CLAIM AND DECLARATION CHECKLIST.....	32
ANNEX 5 – CONTACT DETAILS	35
ANNEX 6: ESTIMATE OF ANNUAL INCOME AND EXPENDITURE.....	36
ANNEX 7 – FIPL FUNDING LETTER	38
ANNEX 8: FIPL GRANT CLAIM FORM	40
ANNEX 9: FIPL CONTACT DETAILS.....	42

This Grant Funding Agreement is made on 1 April 2022.

Between:

- (1) **THE SECRETARY OF STATE FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS** of Seacole Building, 2 Marsham Street, Defra, SW1P 4DF (the “**Authority**”); and
- (2) **DARTMOOR NATIONAL PARK AUTHORITY** established under the Environment Act 1995 whose principal address is at Parke, Bovey Tracey, Newton Abbot, Devon (the “**Grant Recipient**”).

BACKGROUND

- (A) The Grant is made pursuant to section 72 of the Environment Act 1995, as amended.
- (B) The Authority will provide the Grant to the Grant Recipient as provided for in this Grant Funding Agreement.
- (C) The Grant Recipient will use the Grant for the Funded Activities.

NOW IT IS HEREBY AGREED as follows:

1. INTRODUCTION

- 1.1. The Authority and the Grant Recipient have agreed that any existing grant agreement and any previous grant agreement which operates / operated during the Funding Period will cease to have effect and shall be replaced by this Grant Funding Agreement.
- 1.2. This Grant Funding Agreement sets out the conditions which apply to the Grant Recipient receiving the Grant from the Authority up to the Maximum Sum.
- 1.3. The Authority and the Grant Recipient have agreed that the Authority will provide the Grant up to the Maximum Sum as long as the Grant Recipient uses the Grant in accordance with this Grant Funding Agreement.
- 1.4. The Parties confirm that it is their intention to be legally bound by this Grant Funding Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. Where they appear in this Grant Funding Agreement (and unless the context otherwise requires):

Annex means the annexes attached to these Conditions which form part of the Grant Funding Agreement;

Asset means any assets that are to be purchased or developed using the Grant including equipment or any other assets which may be a Fixed Asset as appropriate in the relevant context, and **Assets** will be construed accordingly;

Asset Owning Period means the period during which the Assets are recorded as Assets in Grant Recipient’s accounts;

Authority Personal Data means any Personal Data supplied for the purposes of, or in connection with, the Grant Funding Agreement by the Authority to the Grant Recipient;

Bribery Act means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning this legislation;

Business Plan means the Grant Recipient's business plan published in respect of each Financial Year;

Business Plan Commitments has the meaning given in paragraph 4.3;

Commencement Date means 1 April 2022 when the Funding Period commences;

Condition means any condition that applies to the Grant Recipient receiving the Grant from the Authority pursuant to this Grant Funding Agreement;

Confidential Information means any information (however conveyed, recorded or preserved) disclosed by a Party or its personnel to another Party (and/or that Party's personnel) whether before or after the date of the Grant Funding Agreement, including but not limited to:

- (a) any information that ought reasonably to be considered to be confidential (whether or not it is so marked) relating to:
 - (i) the business, affairs, customers, clients, suppliers or plans of the disclosing Party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party; and
- (b) any information developed by the Parties in the course of delivering the Funded Activities;
- (c) the Authority's Personal Data; or
- (d) any information derived from any of the above.

Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure (otherwise than by breach of paragraph 11 of these Conditions);
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a Third Party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information;

Contracting Authority means any contracting authority (other than the Authority) as defined in regulation 2 of the Public Contracts Regulations 2015 (as amended);

Controller and Processor take the meaning given in the UK GDPR;

Core Grant means the Grant in that Financial Year but excluding any FiPL Funding related to that Financial Year;

Core Grant Sum Payable for a given Instalment Period means the percentage of the Core Grant as set out in Annex 3 against that Instalment Period;

Crown Body means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Disposal means the disposal, sale, transfer of the Grant or any interest in any Asset and includes any contract for disposal;

Data Protection Legislation means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy (iii) all applicable Law about the processing of Personal Data and privacy;

DPA 2018 means the Data Protection Act 2018;

Eligible Expenditure means the payments made by the Grant Recipient during the Funding Period for the purposes of delivering the Funded Activities which comply in all respects with the eligibility rules set out in paragraph 5 of these Conditions, and, in respect of the FiPL Funding only, the additional requirements set out in the FiPL National Framework;

EIR means the Environmental Information Regulations 2004;

Event of Default means an event or circumstance as defined by paragraph 24.3 of these Conditions;

Financial Year means from 1 April to 31 March;

FiPL Activities means the award, administration and monitoring of grants to FiPL Applicants in order to achieve the outcomes of the Farming in Protected Landscapes programme, as set out in the FiPL National Framework;

FiPL Applicants means those eligible to apply for grant funding provided through the FiPL Funding, as set out in the FiPL National Framework;

FiPL Funding means the sum or sums the Authority will make available to the Grant Recipient in accordance with this Grant Funding Agreement, not to exceed the amount listed in the FiPL Funding Letter, and unless expressly stated otherwise, always subject to paragraphs 4 and 24 of the Conditions of this Grant Funding Agreement;

FiPL Funding Letter means the letter the Authority issued to the Grant Recipient dated 24 March 2022, a copy of which is set out in Annex 7 (or where FiPL Funding is provided in a subsequent Financial Year the FiPL Funding Letter in respect of that Financial Year);

FiPL Grant Claim Form means the form set out in Annex 8 to this Grant Funding Agreement;

FiPL National Framework means the Farming in Protected Landscapes guidance documentation, including annexes and templates, as provided to the Grant Recipient by the Authority;

Fixed Assets means any Asset which consists of land, buildings, plant and equipment acquired, developed, enhanced, and constructed in connection with the Funded Activities;

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Funded Activities means the activities set out in Annex 2 of these Conditions, and in respect of the FiPL Funding only, the FiPL Activities;

Funding Period means the period for which the Grant is awarded starting on the Commencement Date and ending on 31 March 2023 or such later date that may apply in accordance with paragraphs 3.4 or 3.5;

Grant means the sum or sums the Authority will pay to the Grant Recipient in accordance with paragraph 4 of these Conditions and subject to the provisions set out at paragraph 24.

Grant Claim means the payment request submitted by the Grant Recipient to the Authority for payment of the Grant. The Grant Claim shall be submitted by the Grant Recipient in the form set out in Annex 4 of these Conditions in respect of Core Grant and in the form set out in Annex 8 of these Conditions in respect of FiPL Funding;

Grant Funding Agreement means these Conditions together with its annexes and schedules including but not limited to the Annex 1 Grant Funding Letter;

Grant Funding Letter means the letter the Authority issued to the Grant Recipient dated 31 March 2022, a copy of which is set out in Annex 1 (or where Grant Funding is provided in a subsequent Financial Year the Grant Funding Letter in respect of that Financial Year);

Grant Manager means the individual who has been nominated by the Authority to be the single point of contact for the Grant Recipient in relation to the Grant;

HRA means the Human Rights Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Ineligible Expenditure means expenditure which is not Eligible Expenditure and as set out in paragraph 5 of these Conditions;

Information Acts means the Data Protection Legislation, FOIA and the EIR, as amended from time to time;

Intellectual Property Rights or **IPRs** means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and any modifications, amendments, updates and new releases of the same and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

IPR Material means all material produced by the Grant Recipient or its Representatives during the Funding Period (including but not limited to, materials expressed in any form of report, database, design, document, technology, information, know how, system or process);

Instalment Period means the intervals set out in Annex 3 when the Authority will release payment of the Core Grant to the Grant Recipient during the Funding Period;

Law means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Grant Recipient is bound to comply;

Losses means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **Loss** will be interpreted accordingly;

Management Plan means the management plan the Grant Recipient is required to maintain pursuant to Section 66 of the Environment Act 1995;

Maximum Sum means the maximum amount of the Grant the Authority will provide to the Grant Recipient for the Funded Activities subject to paragraph 24;

Party means the Authority or Grant Recipient and **Parties** shall be each Party together;

Payment Schedule means the payment schedule set out in Annex 3;

Personal Data has the meaning given to it in the UK GDPR;

Procurement Regulations means the Public Contracts Regulations 2015, Concession Contracts Regulations 2016, Defence Security Public Contracts Regulations 2011 and the Utilities and Contracts Regulations 2016 together with their amendments, updates and replacements from time to time;

Prohibited Act means:

- (a) directly or indirectly offering, giving or agreeing to give to any servant of the Authority or the Crown any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant Funding Agreement; or
 - (ii) showing or not showing favour or disfavour to any person in relation to the Grant Funding Agreement;
- (b) committing any offence:
 - (iii) under the Bribery Act;
 - (iv) under legislation creating offences in respect of fraudulent acts; or
 - (v) at common law in respect of fraudulent acts in relation to the Grant Funding Agreement; or
- (c) defrauding or attempting to defraud or conspiring to defraud the Authority or the Crown;

Quarterly Report means the report submitted by the Grant Recipient to the Authority in accordance with the provisions of paragraph 4.8.1 of these Conditions;

Quarterly Review Update means the report submitted by the Grant Recipient to the Authority in accordance with the provisions of paragraph 4.8.2 of these Conditions using the template in Annex 2A;

Remedial Action Plan means the plan of action submitted by the Grant Recipient to the Authority following an Event of Default pursuant to the Remedial Action Plan process set out in paragraphs 24.5 to 24.12;

Representatives means any of the Parties' duly authorised members, directors, employees, officers, agents, professional advisors and consultants;

Special Payments means ex gratia expenditure by the Grant Recipient to a third party where no legal obligations exist for the payment and/or other extra-contractual expenditure. Special Payments may include, but is not limited to, out-of-court settlements, compensation or additional severance payments to the Grant Recipient's employees;

Subsidy Control Rules means (i) the law embodied in Articles 107-109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on European Union and the Treaty for the Functioning of the European Union to the extent it continues to apply in the United Kingdom; (ii) the Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain and Northern Ireland, of the other part (as that agreement is modified or supplemented from time to time in accordance with any provision of it or of any other future relationship agreement), to the extent applicable; (iii) the Protocol on Ireland/Northern Ireland in the EU Withdrawal Agreement, to the extent applicable; (iv) the rules set out in the World Trade Organisation Agreement on Subsidies and Countervailing Measures; (v) the rules set out in the World Trade Organisation Agreement on Agriculture, if applicable, and (vi) any other international or domestic laws relating to subsidy controls that come into force on or after the date of this Grant Funding Agreement and apply to the arrangements set out herein;

Third Party means any person or organisation other than the Grant Recipient or the Authority;

UK GDPR means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679), as transposed into UK Law by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;

VAT means Value Added Tax chargeable in the UK; and

Working Day means any day from Monday to Friday (inclusive) which is not specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971 including Christmas Day and Good Friday.

2.2. In these Conditions, unless the context otherwise requires:

- (1) the singular includes the plural and vice versa;
- (2) reference to a gender includes the other gender and the neuter;
- (3) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
- (4) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- (5) the words "including", "other", "in particular", "for example" and similar words will not limit the generality of the preceding words and will be construed as if they were immediately followed by the words "without limitation";
- (6) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or

reproducing words in a visible form, and expressions referring to writing will be construed accordingly;

- (7) references to “representations” will be construed as references to present facts, to “warranties” as references to present and future facts and to “undertakings” as references to obligations under the Grant Funding Agreement;
- (8) references to “paragraphs” and “Annexes” are, unless otherwise provided, references to the paragraphs and annexes of these Conditions and references in any Annex to parts, paragraphs and tables are, unless otherwise provided, references to the parts, paragraphs and tables of the Annex in which these references appear; and
- (9) references to “these Conditions” means any of the Conditions subject to which the Grant is paid wherever they appear in any part of the Grant Funding Agreement or Grant Funding Letter; and
- (10) the headings in these Conditions are for ease of reference only and will not affect the interpretation or construction of these Conditions.

2.3. Where there is any conflict between the documents that make up this Grant Funding Agreement the conflict shall be resolved in accordance with the following order of precedence:

- 2.3.1. the Conditions set out within this Grant Funding Agreement;
- 2.3.2. Annex 1 – the Grant Funding Letter;
- 2.3.3. Annex 7 – the FiPL Funding Letter.

CONDITIONS

3. DURATION AND PURPOSE OF THE GRANT

- 3.1. The Funding Period starts on the Commencement Date and ends on 31 March 2023 unless terminated earlier in accordance with this Grant Funding Agreement or extended pursuant to paragraphs 3.4 or 3.5.
- 3.2. The Parties acknowledge that this Grant Funding Agreement is being entered into by the Parties where only the total grant for the Financial Year 2022-2023 has been confirmed by the Authority. The Grant Recipient acknowledges that no commitment is made by the Authority of funding beyond 31 March 2023. The Authority will endeavour to agree funding for Financial Years 2023-2024 and 2024-2025 with the Grant Recipient by 31 January 2023 and 31 January 2024 respectively. Any commitment to expenditure by the Grant Recipient before confirmation of funding by the Authority, would be at the risk of the Grant Recipient.
- 3.3. Where, additional grant funding is confirmed by the Authority in respect of either or both of Financial Years 2023-2024 and 2024-2025 the Parties have agreed that this Grant Funding Agreement shall apply in respect of such Grant, as confirmed in any additional Grant Funding Letter or FiPL Funding Letter from the Authority to the Grant Recipient. To the extent that this Grant Funding Agreement requires amendment in respect of any additional grant funding in Financial Years 2023-2024 and/or 2024-2025 such amendments shall be made in accordance with paragraph 31.
- 3.4. Where the Authority has notified the Grant Recipient of additional Grant by way of a Grant Funding Letter and/or FiPL Funding Letter for Financial Year 2023-2024 by 31 March 2023 the Funding Period shall end on 31 March 2024.

ecm_64451, GRANT: National Parks Funding FY2022-23 (Dartmoor)

- 3.5. Where the Authority has notified the Grant Recipient of additional Grant by way of a Grant Funding Letter for Financial Year 2024-2025 by 31 March 2024 the Funding Period shall end on 31 March 2025.
- 3.6. The Grant Recipient shall use the Grant solely for the delivery of the Funded Activities. The Grant Recipient may not make any changes to the Funded Activities, except those made in line with section 66 of the Environment Act 1995.

4. PAYMENT OF GRANT

- 4.1. Subject to the remainder of this paragraph 4 the Authority shall pay the Grant Recipient amounts not exceeding the amounts for 2022-2023 (and where applicable any amount for 2023-2024 and 2024-2025) as set out in the Grant Funding Letter and the FiPL Funding Letter (and any updated Grant Funding Letter in respect of either or both of 2023-2024 and/or 2024/2025 and any updated FiPL Funding Letter in respect of 2023-2024). The Authority shall pay the Grant in pound sterling (GBP) and into a bank located in the UK.
- 4.2. Subject to the remainder of this paragraph 4 and to the other provisions of these Conditions, the Authority shall pay the Grant to the Grant Recipient in accordance with the Payment Schedule, the Annex 4 claims procedures, the Annex 8 claims procedures and conditions of payment.
- 4.3. The Grant is conditional on the Grant Recipient delivering on the aims, objectives, milestones and commitments set out in the Grant Recipient's Business Plan for each Financial Year (together the **Business Plan Commitments**). During a Financial Year the Grant Recipient should be able to demonstrate to the Authority that the Grant Recipient is diligently and progressively working towards the achievement of the Business Plan Commitments for that Financial Year such that it will have met those Business Plan Commitments by the end of the Financial Year in question.
- 4.4. The Grant Recipient shall make available to the Authority, on request, evidence of the costs/payments, which are classified as Eligible Expenditure in paragraph 5.1, which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by the Authority.
- 4.5. The Authority will not make the first payment of the Grant and/or any subsequent payments of the Grant unless or until, the Authority is satisfied that:
- 4.5.1. the Grant Recipient will use the Grant payment for Eligible Expenditure only; and
- 4.5.2. if applicable, any previous Grant payments have been used for the Funded Activities.
- 4.6. By a date set by the Authority, the Grant Recipient shall produce an estimate of its annual income and expenditure under each functional head for the Financial Year to which the Non-FiPL Grant relates using the template in Annex 6. The estimate shall include details of the source and amount of all income expected and expenditure, setting out its anticipated draw down of the Core Grant in four instalments, made quarterly.
- 4.7. The Grant Recipient shall promptly provide a revised estimate of income and expenditure:
- 4.7.1. when the Grant Recipient anticipates that the amount claimed in a Grant Claim for Core Grant will differ from the Core Grant Sum Payable for the relevant Instalment Period by 5% (five per cent) or more; and/or

ecm_64451, GRANT: National Parks Funding FY2022-23 (Dartmoor)

- 4.7.2. at the request of the Authority.
- 4.8. Each quarter, the Grant Recipient shall submit a Grant Claim in respect of Core Grant to the Authority in the format set out in Annex 4 and at the times prescribed in Annex 3. The Grant Recipient shall submit together with the Grant Claim:
- 4.8.1. a Quarterly Report which shall include the information prescribed elsewhere in these Conditions and listed in Annex 4 under the heading 'ADDITIONAL QUARTERLY REPORTING';
 - 4.8.2. a Quarterly Review Update detailing the Grant Recipient's use of the Grant and progress against delivery of the Funded Activities in accordance with Annex 2A; and
 - 4.8.3. any other documentation that the Authority may reasonably prescribe from time to time.
- 4.9. On receipt of a Grant Claim for Core Grant for an amount which differs from that set out in the information provided by the Grant Recipient in paragraphs 4.6 and 4.7 for the relevant Instalment Period, or otherwise at its absolute discretion (subject to, where possible, giving advance notice to the Grant Recipient), the Authority may deviate from the Payment Schedule.
- 4.10. In preparing and submitting Grant Claims and estimates of income and expenditure, the Grant Recipient shall seek to ensure that an accumulation of Grant in excess of immediate requirements is avoided.
- 4.11. The Authority will have no liability to the Grant Recipient for any Losses caused by a delay in the payment of a Grant Claim howsoever arising.
- 4.12. The Authority reserves the right not to pay any Grant in respect of Grant Claims not submitted at the times prescribed in Annex 3 or Grant Claims which are incomplete, incorrect or submitted without the full supporting documentation, but will in such event give the Grant Recipient the opportunity within a reasonable period of time to submit a Grant Claim, or as the case may be, to make corrections or provide additional information to enable Grant to be paid.
- 4.13. The Grant Recipient shall promptly notify and repay immediately to the Authority any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Grant Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum which falls due under this paragraph 4.13 shall fall due immediately and shall be payable within 30 days. If the Grant Recipient fails to repay the due sum within 30 days, the sum will be recoverable summarily as a civil debt.
- 4.14. Where the Grant Recipient enters into a contract with a Third Party in connection with the Funded Activities, the Grant Recipient will remain responsible for paying that Third Party. The Authority has no responsibility for paying Third Party invoices.
- 4.15. Onward payment of the Grant and the use of sub-contractors shall not relieve the Grant Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.
- 4.16. Except with the prior consent of the Authority, no later than 30 days after the end of each Financial Year, the Grant Recipient shall submit to the Authority the Grant Recipient's analysis of projected year-end balances, and its opinion as to the adequacy of those balances. If its analysis projects that any funds will remain unspent and uncommitted at the end of the Financial Year, the Grant Recipient shall submit to the Authority a report at the same time as its analysis. For the funds which the Grant Recipient projects to remain unspent and uncommitted, the report must state whether they are necessary to maintain an adequate year-end balance, whether the

Grant Recipient has a clear intention to use the funds for a specific purpose falling within the Funded Activities, or whether the intention is to retain the funds as part of the Grant Recipient's general reserves.

- 4.17. The Grant represents the Maximum Sum the Authority will pay to the Grant Recipient under the Grant Funding Agreement. The Maximum Sum will not be increased in the event of any overspend by the Grant Recipient in its delivery of the Funded Activities.

Farming in Protected Landscapes (FiPL)

- 4.18. The FiPL Funding Letter sets out the Grant Recipient's FiPL Funding allocation for 2022-23. The FiPL Funding is provided to the Grant Recipient to support the unique challenges faced by farmers, land managers and tenants working in protected landscapes, recognising their role in shaping, protecting and improving the land over the generations and taking a "bottom up" approach in developing local environmental solutions.
- 4.19. The Grant Recipient shall only use the FiPL Funding for the FiPL Activities, and shall not commingle or aggregate the FiPL Funding with any other funding it receives (including, without limitation, the Core Grant provided to the Grant Recipient pursuant to this Grant Funding Agreement).
- 4.20. The Grant Recipient shall run the FiPL Activities in their designated areas, including, but not limited to, the FiPL grant application process, assessment, approval, payment and monitoring of projects, in accordance with the FiPL National Framework.
- 4.21. In accordance with the FiPL National Framework, the Grant Recipient will be responsible for ensuring that FiPL Applicants are not double funded for any project activity awarded FiPL Funding. In event that double funding is identified for FiPL Applicants' project activity, the Grant Recipient will be responsible for clawing back FiPL Funding.
- 4.22. In order to claim FiPL Funding from the Authority, the Grant Recipient shall complete the FiPL Grant Claim Form and submit to the Authority by the claim deadlines set out in outlined in the Payment Schedule.

5. ELIGIBLE AND INELIGIBLE EXPENDITURE

- 5.1. The Authority will only pay the Grant in respect of Eligible Expenditure, which, for the avoidance of doubt, means payments made by the Grant Recipient making use of the Grant for the purposes of delivering the Funded Activities not expressly excluded by paragraph 5.2 below, including (without limitation) any one or more of the following items:
- 5.1.1. Fees charged or to be charged to the Grant Recipient by the external auditors for auditing the financial accounts of the Grant Recipient;
- 5.1.2. giving evidence to Parliamentary Select Committees;
- 5.1.3. attending meetings with government ministers or civil servants to discuss the progress of work being undertaken by the Grant Recipient;
- 5.1.4. responding to public consultations, where the topic is relevant to the objectives of the Funded Activities. To avoid doubt, Eligible Expenditure does not include the Grant Recipient spending the Grant on lobbying other people to respond to any such consultation (unless explicitly permitted in the Grant Funding Agreement);

ecm_64451, GRANT: National Parks Funding FY2022-23 (Dartmoor)

- 5.1.5. providing independent, evidence based policy recommendations to local government, departments or government ministers; and
 - 5.1.6. providing independent evidence-based advice to local or national government as part of the general policy debate, where that is in line with the objectives of the Grant.
- 5.2. The Grant Recipient may not in any circumstance claim the following non-exhaustive list as Eligible Expenditure:
- 5.2.1. paid for lobbying, which means using the Grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action;
 - 5.2.2. using the Grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the Grant;
 - 5.2.3. expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy;
 - 5.2.4. input VAT reclaimable by the grant recipient from HMRC;
 - 5.2.5. payments for activities of a political or exclusively religious nature.

6. REVIEWS

- 6.1. The Authority will review the Grant Recipient's delivery of the Funded Activities during and at the end of the Funding Period. It will take into account the Grant Recipient's delivery of the Funded Activities. As part of the review the Authority will review any reports produced by the Grant Recipient in accordance with paragraph 7 of these Conditions.

7. MONITORING AND REPORTING

- 7.1. The Grant Recipient shall closely monitor the delivery and success of the Funded Activities throughout the Funding Period to ensure that the aims and objectives of the Funded Activities are being met and that the Grant Funding Agreement is being adhered to.
- 7.2. The Grant Recipient will notify the Authority as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under the Grant Funding Agreement, which includes those caused by any administrative, financial or managerial difficulties.
- 7.3. The Grant Recipient shall provide the Authority with a copy of its Business Plan as soon as such Business Plan is confirmed for a Financial Year.
- 7.4. When the Grant Recipient submits any Grant Claim the Grant Recipient shall update the Authority in writing of the Grant Recipient's progress to meeting and delivering its Business Plan Commitments in the Financial Year. If the Grant Recipient becomes aware of any actual or potential failure to meet its Business Plan Commitments in the Financial Year it shall notify the Authority in accordance with paragraph 7.2.
- 7.5. At the Authority's written request, the Grant Recipient shall provide the Authority with financial reports and operational reports of its use of the Grant detailed in the Grant Funding Letter and FiPL Funding Letter (as applicable) in such formats as the Authority may reasonably require.

ecm_64451, GRANT: National Parks Funding FY2022-23 (Dartmoor)

These reports shall contain information about the delivery of Funded Activities and efforts towards nature recovery, net zero carbon through nature-based solutions and support for community needs in strategic partnerships with other groups, NPAs and AONBs. The Grant Recipient shall provide the Authority with each report on a date to be determined by the Authority. The Authority may at its discretion provide the Grant Recipient with feedback on the adequacy of a report and may also require the Grant Recipient to re-submit a report, having taken into account any issues raised in the Authority's feedback.

- 7.6. Where the Grant Recipient has obtained funding from a third party for its delivery of part of the Funded Activities, the Grant Recipient shall include the amount of such funding in its financial reports together with details of the purpose for which that funding has been used.
- 7.7. The Parties, if requested by the Authority, shall meet annually to carry out a review of the performance of the Grant Recipient in respect of the Funded Activities, and to consider key issues and risks relating to the Funded Activities. These meetings shall take place at the Authority's premises, unless otherwise agreed or, where suitable, conducted by phone or video-conference.
- 7.8. The Grant Recipient shall on request provide the Authority with such further information, explanations and documents as the Authority may require in order for it to establish that the Grant has been used properly in accordance with this Grant Funding Agreement.
- 7.9. The Grant Recipient shall permit any person authorised by the Authority access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Grant Recipient's fulfilment of the conditions of this Grant Funding Agreement and shall, if so required, provide appropriate oral or written explanations as required during the Funding Period and for so long as any Grant remains unspent.
- 7.10. The Grant Recipient shall permit and facilitate any person authorised by the Authority for that purpose to visit the Grant Recipient to monitor the delivery of the Funded Activities.
- 7.11. The Grant Recipient represents and undertakes (and shall repeat such representations on delivery of the relevant report):
 - 7.11.1. that the reports and information it gives pursuant to this paragraph 7 are accurate; and
 - 7.11.2. that it has diligently made full and proper enquiry of the matter pertaining to the reports and information given.

8. AUDITING AND ASSURANCE

- 8.1. Within six months of the end of each Financial Year the Grant Recipient will provide the Authority with independent assurance that the Grant has been used for delivery of the Funded Activities. To satisfy this requirement the Grant Recipient will provide annual accounts audited by an independent and appropriately qualified auditor where the Grant is clearly segregated from other funds.
- 8.2. The Authority may, at any time during and up to six years after the end of the Grant Funding Agreement, conduct additional audits or ascertain additional information where the Authority considers it necessary. The Grant Recipient agrees to grant the Authority or its Representatives access, as required, to all Funded Activity sites and relevant records. The Grant Recipient will ensure that necessary information and access rights are explicitly included within all arrangements with any sub-contractors.

- 8.3. The Grant Recipient shall:
- 8.3.1. ensure that an independent external auditor is nominated to verify the final statement of expenditure and income submitted to the Authority;
 - 8.3.2. identify separately the value and purpose of the Grant Funding in its audited accounts and its annual report; and
 - 8.3.3. maintain a record of internal financial controls and procedures and provide the Authority with a copy if requested.

Retention of documents

- 8.4. The Grant Recipient shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to correspondence) relating to the Eligible Expenditure and all income generated by Funded Activities during the Funding Period and retain all accounting records relating to that expenditure and income for a period of six years from the date on which the Funding Period ends.
- 8.5. The Grant Recipient shall ensure that all its sub-contractors retain each record, item of data and document relating to Funded Activities for a period of six years from the date on which the Funding Period ends.

9. FINANCIAL MANAGEMENT AND PREVENTION OF BRIBERY, CORRUPTION, FRAUD AND OTHER IRREGULARITY

- 9.1. The Grant Recipient will at all times comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act.
- 9.2. The Grant Recipient must have a sound administration and audit process, including appropriate internal financial controls to safeguard against fraud, theft, money laundering, terrorist financing or any other impropriety, or mismanagement in connection with the administration of the Grant. The Grant Recipient shall require that the internal/external auditors report on the adequacy or otherwise of that system.
- 9.3. For any case of actual or suspected theft or financial irregularity, the Grant Recipient shall give careful consideration as to whether the case is one that the Authority might reasonably consider significant. For the avoidance of doubt, this includes (but is not limited to) any case such that, were it to become known to a Third Party, it would be capable of bringing the reputation of the Grant Recipient, the Funded Activities or the Authority into disrepute.
- 9.4. Where the Grant Recipient, acting reasonably, considers that the condition at paragraph 9.3 is met, it shall include full information on the suspected theft or financial irregularity in the next Quarterly Report.
- 9.5. The Grant Recipient shall also give careful consideration as to whether the case is such that the Authority might reasonably wish to be informed of it sooner than the date of the next Quarterly Report. Where the Grant Recipient, acting reasonably, considers that this condition is met, it shall notify the Authority of the suspected theft or financial irregularity without delay.
- 9.6. For any case of actual or suspected theft or financial irregularity, the Grant recipient shall, at the request of the Authority, explain to the Authority what steps are being taken to investigate the case and keep the Authority informed about the progress of such investigation. If so requested by the Authority, the Grant Recipient shall refer the case to external auditors or other third parties as required. The Grant Recipient may be required to provide statements and evidence to the

Authority or appropriate investigating organisation as part of pursuing sanctions, criminal or civil proceedings.

- 9.7. The Authority will have the right, at its absolute discretion, to insist that the Grant Recipient take additional steps to address any actual or suspected theft or financial irregularity and/or to suspend future payment of the Grant to the Grant Recipient.
- 9.8. Suspected theft or financial irregularity includes any matter which the Grant Recipient, acting with due care, ought reasonably to have suspected.
- 9.9. The Grant Recipient agrees and accepts that it may become ineligible for grant support and be required to repay all or part of the Grant if it engages in tax evasion or aggressive tax avoidance in the opinion of HMRC.
- 9.10. For the purposes of this paragraph 9 “financial irregularity” includes (but is not limited to) potential fraud or other impropriety, mismanagement, and the use of the Grant for any purpose other than those stipulated in the Grant Funding Agreement.

10. CONFLICTS OF INTEREST

- 10.1. Neither the Grant Recipient nor its Representatives shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to the Grant Funding Agreement.
- 10.2. The Grant Recipient must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest.

11. CONFIDENTIALITY

- 11.1. Except to the extent set out in this paragraph 11 or where disclosure is expressly permitted, each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons who are directly involved in the provision of the Funded Activities and who need to know the information.
- 11.2. The Grant Recipient gives its consent for the Authority to publish the Grant Funding Agreement in any medium in its entirety (but with any information which is Confidential Information belonging to the Authority or the Grant Recipient redacted), including from time to time agreed changes to the Grant Funding Agreement.
- 11.3. Nothing in this paragraph 11 shall prevent the Authority disclosing any Confidential Information obtained from the Grant Recipient:
 - 11.3.1. for the purpose of the examination and certification of the Authority’s accounts; or pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - 11.3.2. to any government department, consultant, contractor or other person engaged by the Authority, provided that in disclosing information the Authority only discloses the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate;
 - 11.3.3. where disclosure is required by Law, including under the Information Acts.

ecm_64451, GRANT: National Parks Funding FY2022-23 (Dartmoor)

- 11.4. Nothing in this paragraph 11 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of its obligations under the Grant Funding Agreement in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.

12. TRANSPARENCY

- 12.1. The Authority and the Grant Recipient acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of the Grant Funding Agreement is not confidential.

13. STATUTORY DUTIES

- 13.1. The Grant Recipient agrees to adhere to its obligations under the Law not limited to the Information Acts and the HRA.
- 13.2. The Grant Recipient hereby acknowledges that the Authority is subject to requirements under the Information Acts. Where requested by the Authority, the Grant Recipient will provide reasonable assistance and cooperation to the Authority to assist the Authority's compliance with its information disclosure obligations.
- 13.3. On request from the Authority, the Grant Recipient will provide the Authority with all such relevant documents and information relating to the Grant Recipient's data protection policies and procedures as the Authority may reasonably require.
- 13.4. The Grant Recipient acknowledges that the Authority, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Grant Recipient and the Grant Funding Agreement without consulting the Grant Recipient.
- 13.5. The Authority will take reasonable steps to notify the Grant Recipient of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in the Grant Funding Agreement, the Authority will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.

14. STAFFING AND MEMBERSHIP

- 14.1. The Grant Recipient shall determine staff terms and conditions with due regard for economy, efficiency and value for money in the delivery of the Funded Activities. In determining staff terms and conditions, the Grant Recipient shall give consideration to any general policy on public sector pay which may be in effect or announced by the government from time to time.
- 14.2. Under this paragraph 14 staff means any employees, officers, agents, professional advisors and consultants employed by the Grant Recipient for the purposes of the Funded Activities.
- 14.3. The Grant Recipient shall immediately notify the Authority if the Grant Recipient becomes aware, or suspects, or, acting with due care, ought reasonably to suspect that any of its members or senior executive officers or post holders:

- 14.3.1. has acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
- 14.3.2. has taken any actions which unfairly bring or are likely to unfairly bring the Authority, the Grant Recipient or the Funded Activities into disrepute. Actions include omissions in this context.

14.4. For the purposes of paragraph 14.3 members or senior executive officers or post holders means any duly authorised directors or senior executive responsible managers or members of the Grant Recipient's board.

15. DATA PROTECTION, PUBLIC PROCUREMENT AND SUBSIDY CONTROLS

Data Protection

- 15.1. Without prejudice to the generality of paragraph 13, the Grant Recipient and the Authority will comply at all times with their respective obligations under Data Protection Legislation. Capitalised terms used in paragraphs 15.1 to 15.4 (inclusive) but not defined herein have the meaning given to them in the Data Protection Legislation.
- 15.2. The Grant Recipient agrees that it is the Controller of any Personal Data processed by it pursuant to the Funded Activities and shall comply with the provisions set out in this paragraph 15.
- 15.3. The Authority and the Grant Recipient each respectively acknowledge that in connection with this Grant Funding Agreement neither will act as a Processor of the other (Processor having the meaning given to it in the UK GDPR). If, in the implementation of this Grant Funding Agreement, either Party processes Personal Data of another Party, that other Party may require the Data Processor to enter into a Data Processor agreement with it in the appropriate terms to allow such Party to Process the Personal Data of the other in compliance with the Data Protection Legislation and to take account of any guidance issued by the Information Commissioner's Office.
- 15.4. If either of them wishes to share Personal Data with a Third Party in a non-anonymised format, it will enter into either a Data Controller to Data Controller data sharing agreement and/or a Data Controller to Data Processor agreement prior to such sharing of Personal Data.

Public Procurement

- 15.5. The Grant Recipient will ensure that any of its Representatives involved in the Funded Activities will adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Grant.
- 15.6. Where the Grant Recipient is a Contracting Authority within the meaning of the Procurement Regulations the Grant Recipient will comply, as necessary, with the Procurement Regulations when procuring goods and services in connection with the Grant Funding Agreement and the Authority shall not be liable for the Grant Recipient's failure to comply with its obligations under the Procurement Regulations.

Subsidy controls

- 15.7. Where subsidy controls may apply to the Funded Activities:
 - 15.7.1. The Grant Recipient will make sure the Funded Activities are structured, so they are compatible with Subsidy Control Rules; and

ecm_64451, GRANT: National Parks Funding FY2022-23 (Dartmoor)

15.7.2. The Grant Recipient will maintain appropriate records of compliance with the Subsidy Control Rules and will take all reasonable steps to assist the Authority to comply with Subsidy Control Rules requirements and respond to any investigation(s) instigated by any competent authority into the Funded Activities or any equivalent regulatory body as the case may be.

16. INTELLECTUAL PROPERTY RIGHTS

- 16.1. Intellectual Property in all IPR Material will be the Property of the Grant Recipient. Other than as expressly set out in these Conditions, neither Party will have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 16.2. The Grant Recipient grants to the Authority a non-exclusive irrevocable and royalty-free, sub-licensable, worldwide licence to use all the IPR Material developed using the Grant monies for the purpose of supporting other projects.
- 16.3. Ownership of Third Party software or other IPR necessary to deliver Funded Activities will remain with the relevant Third Party.
- 16.4. The Grant Recipient must ensure that they have obtained the relevant agreement from the Third Party proprietor before any additions or variations are made to the standard 'off-the-shelf' versions of any Third Party software and other IPR. The Grant Recipient will be responsible for obtaining and maintaining all appropriate licences to use the Third Party software.

17. ENVIRONMENTAL REQUIREMENTS

- 17.1. The Grant Recipient shall perform the Funded Activities in accordance with the Authority's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 17.2. The Grant Recipient shall pay due regard to the use of recycled products, so long as they are not detrimental to the provision of the Funded Activities or the environment, to include the use of all packaging, which should be capable of recovery for re-use or recycling.
- 17.3. The Grant Recipient shall take all possible precautions to ensure that any equipment and materials used in the provision of the Funded Activities do not contain chlorofluorocarbons, halons or any other damaging substances, unless unavoidable. The Grant Recipient shall endeavour to reduce fuel emissions wherever possible.

18. ASSETS

Inventory of the Assets

- 18.1. The Grant Recipient shall keep and maintain an accurate and up-to-date register of all its Fixed Assets with a value exceeding the minimum set by the Grant Recipient's accounting policy.
- 18.2. Assets purchased with Grant funding must only be used for delivery of the Funded Activities.

Disposal of Assets

- 18.3. Where the Grant Recipient uses any of the Grant to develop, improve or purchase any Assets, the Grant Recipient must ensure that the Assets are maintained in good condition over the Asset Owning Period.
- 18.4. Any disposal by the Grant Recipient of Assets other than land shall be at market value.
- 18.5. Land may be disposed of for less than the best consideration that can reasonably be obtained, but only subject to the conditions set out in the Local Government Act 1972: General Disposal Consent (England) 2003 and the associated Office of the Deputy Prime Minister Circular 06 of 2003 (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/7690/462483.pdf). In all cases, this includes the condition that the undervalue does not exceed £2,000,000 (two million pounds sterling). Where such disposal at undervalue occurs, the Grant Recipient shall include the details of the disposal in the next Quarterly Report.
- 18.6. If the Grant Recipient makes any disposal of Assets, or any series of related disposals, the proceeds of which exceed £2,000,000 (two million pounds sterling), the Grant Recipient shall include in the next Quarterly Report details of how it has made use of the proceeds from that disposal or those disposals.

19. INSURANCE

- 19.1. The Grant Recipient will, with effect from the Commencement Date, during the term of the Funding Period and for six years after termination or expiry of the Grant Funding Agreement, ensure that it holds all appropriate forms of insurance necessary for the normal execution of its activities and any such extension of cover as may be necessary for the activities or risks associated with the Funded Activities.
- 19.2. The Grant Recipient will upon request produce to the Authority its policy or policies of insurance or where this is not possible, a certificate of insurance issued by the Grant Recipient's insurance brokers confirming the insurances are in full force and effect together with confirmation that the relevant premiums have been paid.

20. ASSIGNMENT

- 20.1. The Grant Recipient will not transfer, assign, novate or otherwise dispose of the whole or any part of the Grant Funding Agreement or any rights under it, to another organisation or individual, without the Authority's prior approval.
- 20.2. Any approval given by the Authority will be subject to a condition that the Grant Recipient has first entered into a Grant Funding Agreement, authorised by the Authority, requiring the Grant Recipient to work with another organisation in delivering the Funded Activities.

21. LOSSES AND SPECIAL PAYMENTS

- 21.1. The Grant Recipient must include any debts or liabilities written off and any Special Payments or series of connected debts or liabilities written off and any Special Payments made in connection to this Grant Funding Agreement above £2000 in the Quarterly Report.

22. PUBLICITY

- 22.1. The Grant Recipient gives consent to the Authority to publicise in the press or any other medium the Grant and details of the Funded Activities using any information gathered from any reports submitted to the Authority, including but not limited to the reports submitted under paragraph 7.
- 22.2. The Grant Recipient will comply with all reasonable requests from the Authority to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Authority in its promotional and fundraising activities relating to the Funded Activities.
- 22.3. If the Grant Recipient wishes to use the Authority's name and logo it must first seek the Authority's written permission. If the Grant Recipient is given permission to use the Authority's name and logo, it will comply with all reasonable branding guidelines issued by the Authority from time to time.

23. CHANGES TO THE AUTHORITY'S REQUIREMENTS

- 23.1. The Authority will notify the Grant Recipient, where reasonably possible of such changes to the activities, which are supported by the Grant, in advance to coming into effect. The Authority will have regard to any legally binding agreements the Grant Recipient has already entered into, which might be affected by such changes.
- 23.2. The Grant Recipient will accommodate any reasonable changes to the Authority's needs and requirements under these Conditions.

24. CLAWBACK, EVENTS OF DEFAULT, TERMINATION AND RIGHTS RESERVED FOR BREACH AND TERMINATION

- 24.1. Without prejudice to the Authority's other rights and remedies, if the Grant Recipient fails to comply with any of its obligations in the Grant Funding Agreement the Authority may at its discretion, reduce, suspend, or terminate payments of Grant, or require any part or all of the Grant to be repaid.
- 24.2. Where the Authority requires any part or all of the Grant to be repaid in accordance with paragraph 24.1 above, the Grant Recipient shall repay this amount no later than 30 days of the date it received the demand for repayment. If the Grant Recipient fails to repay the Grant within 30 days of a demand from the Authority for payment, the sum will be recoverable summarily as a civil debt.
- 24.3. The Authority may exercise its rights set out in paragraph 24.1 if, in particular, any of the following events occurs:
 - 24.3.1. the Grant Recipient uses the Grant for a purpose other than the Funded Activities or fails to comply with any of the other obligations of the Grant Funding Agreement;
 - 24.3.2. the Grant Recipient uses the Grant for Ineligible Expenditure;
 - 24.3.3. the Grant Recipient fails, in the Authority's opinion, to make satisfactory progress with the Funded Activities and, in particular, fails to meet to a material extent the agreed outcomes set out in the Management Plan;
 - 24.3.4. the Grant Recipient is, in the Authority's opinion, not making satisfactory progress to meet its Business Plan Commitments within a Financial Year;
 - 24.3.5. the Grant Recipient is, in the opinion of the Authority, delivering the Funded Activities in a negligent manner (in this context negligence includes but is not limited to failing to prevent or report actual or anticipated fraud or corruption);

- 24.3.6. the Grant Recipient obtains funding from a Third Party which, in the opinion of the Authority, undertakes activities that are likely to bring the reputation of the Funded Activities or the Authority into disrepute;
- 24.3.7. the Grant Recipient provides the Authority with any materially misleading or inaccurate information and/or any of the information provided in their grant application or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the Authority considers to be significant;
- 24.3.8. the Grant Recipient commits or committed a Prohibited Act or fails to report a Prohibited Act to the Authority, whether committed by the Grant Recipient or a Third Party, as soon as they become aware of it;
- 24.3.9. the Authority determines (acting reasonably) that the Grant Recipient has:
 - (i) acted dishonestly or negligently at any time during the term of the Grant Funding Agreement and to the detriment of the Authority; or
 - (ii) taken any actions which unfairly bring or are likely to unfairly bring the Authority's name or reputation and/or the Authority into disrepute. Actions include omissions in this context;
 - (iii) transferred, assigned or novated the Grant to any Third Party without the Authority's consent;
 - (iv) ceased to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purpose of a bona fide and solvent reconstruction or amalgamation);
 - (v) become Insolvent as defined by section 123 of the Insolvency Act 1986, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due;
 - (vi) incurred expenditure on activities that breach the Law;
- 24.3.10. any competent authority or the Court of Justice of the European Union (or any other court with jurisdiction) requires any Grant paid to be recovered by reason of a breach of Subsidy Control Rules or the Grant Recipient fails to comply with the provisions of the exemption or scheme under Subsidy Control Rules that applies to the Funded Activities and the Grant;
- 24.3.11. the Grant Recipient breaches the Code of Conduct for Grant Recipients (the "[Code of Conduct](#)") and/or fails to report an actual or suspected breach of the Code of Conduct by the Grant Recipient or its Representatives in accordance with paragraph 28.

Rights reserved for the Authority in relation to an Event of Default

- 24.4. Where, the Authority determines that an Event of Default has or may have occurred, the Authority may by written notice to the Grant Recipient take any one or more of the following actions:
 - 24.4.1. suspend the payment of Grant for such period as the Authority shall determine; and/or
 - 24.4.2. reduce the Maximum Sum in which case the payment of Grant shall thereafter be made in accordance with the reduction and notified to the Grant Recipient; and/or
 - 24.4.3. cease to make payments of Grant to the Grant Recipient under the Grant Funding Agreement and (in addition) require the Grant Recipient to repay the Authority the whole or any part of the amount of Grant previously paid to the Grant Recipient. Such sums shall be recovered as a civil debt; and/or
 - 24.4.4. terminate the Grant Funding Agreement.

Opportunity for the Grant Recipient to remedy an Event of Default

- 24.5. If the Authority gives written notice to the Grant Recipient pursuant to paragraph 24.4 to suspend payment of Grant, such notice shall specify the relevant Event of Default and give the Grant Recipient an opportunity to rectify the relevant Event of Default by submitting a draft Remedial Action Plan for approval by the Authority.
- 24.6. Where the Grant Recipient is required to submit a draft Remedial Action Plan in accordance with paragraph 24.5, the draft Remedial Action Plan shall be submitted to the Authority for approval, by such date as the Authority, acting reasonably, shall specify.
- 24.7. The draft Remedial Action Plan shall set out:
- 24.7.1. full details of the Event of Default; and
 - 24.7.2. the steps which the Grant Recipient proposes to take to rectify the Event of Default including timescales for such steps.
- 24.8. On receipt of the draft Remedial Action Plan and as soon as reasonably practicable, the Authority will submit its comments on the draft Remedial Action Plan to the Grant Recipient.
- 24.9. The Authority shall have the right to accept or reject the draft Remedial Action Plan. If the Authority rejects the draft Remedial Action Plan, the Authority shall confirm, in writing, the reasons why they have rejected the draft Remedial Action Plan and will confirm whether the Grant Recipient is required to submit an amended Remedial Action Plan to the Authority.
- 24.10. If the Authority directs the Grant Recipient to submit an amended draft Remedial Action Plan, the Parties shall agree a timescale for the Grant Recipient to amend the draft Remedial Action Plan to take into account the Authority's comments.
- 24.11. If the Authority does not approve the draft Remedial Action Plan the Authority may at its absolute discretion terminate the Grant Funding Agreement.
- 24.12. The Authority shall not by reason of the occurrence of an Event of Default which is, in the opinion of the Authority, capable of remedy, exercise its rights under either paragraph 24.4.3 or 24.4.4 unless the Grant Recipient has failed to rectify the default pursuant to paragraph 24.5 to the satisfaction of the Authority.

25. DISPUTE RESOLUTION

- 25.1. The Parties will use all reasonable endeavours to negotiate in good faith, and settle amicably, any dispute that arises during the continuance of the Grant Funding Agreement.
- 25.2. All disputes and complaints shall be referred in the first instance to the Parties' Representatives.
- 25.3. If the dispute cannot be resolved between the Parties' Representatives within a maximum of three months, then the matter will be escalated to formal meeting between the Grant Manager and the Grant Recipient's chief executive (or equivalent).

26. LIMITATION OF LIABILITY

- 26.1. The Authority accepts no liability for any consequences, whether direct or indirect, that may come about from the Grant Recipient running the Funded Activities, the use of the Grant or from withdrawal, withholding or suspension of the Grant. The Recipient shall indemnify and hold harmless the Authority, its Representatives with respect to all actions, claims, charges, demands

Losses and proceedings arising from or incurred by reason of the actions and/or omissions of the Grant Recipient in relation to the Funded Activities, the non-fulfilment of obligations of the Grant Recipient under this Grant Funding Agreement or its obligations to Third Parties.

- 26.2. Subject to this paragraph 26, the Authority's liability under this Grant Funding Agreement is limited to the amount of Grant outstanding.

27. VAT

- 27.1. For the avoidance of doubt, the Authority and the Grant Recipient consider that the Funded Activities are outside the scope of VAT. It is therefore not envisaged that there will be a service on which VAT will be properly charged.
- 27.2. Notwithstanding paragraph 27.1, if VAT is held to be chargeable in respect of the Grant Funding Agreement, all payments shall be deemed to be inclusive of all VAT and the Authority shall not be obliged to pay any additional amount by way of VAT.
- 27.3. All sums or other consideration payable to or provided by the Grant Recipient to the Authority at any time shall be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided the Grant Recipient shall at the same time or as the case may be on demand by the Authority in addition to such sums or other consideration pay to the Authority all the VAT so payable upon the receipt of a valid VAT invoice.

28. CODE OF CONDUCT FOR GRANT RECIPIENTS

- 28.1. The Grant Recipients acknowledges that by signing the Grant Funding Agreement it agrees to take account of the [Code of Conduct](#) and that it will ensure that its Representatives undertake their duties in a manner consistent with the principles set out in the Code of Conduct.
- 28.2. If the Grant Recipient becomes aware of any actual or suspected breaches of the principles outlined in the Code of Conduct, it shall notify the Authority of these by including them in the next Quarterly Report.
- 28.3. If, having given the matter due consideration, the Grant Recipient considers that the Authority might reasonably wish to be informed of an actual or suspected breach of the Code of Conduct sooner than the date of the next Quarterly Report (for example because the matter is such that, were it to become known to a Third Party, it would be capable of bringing the Funded Activities, the Grant recipient or the Authority into disrepute), the Grant Recipient shall notify the Authority immediately.
- 28.4. The Grant Recipient acknowledges that a failure to notify the Authority of an actual or suspected breach of the Code of Conduct may result in the Authority immediately suspending the Grant funding, terminating the Grant Funding Agreement and taking action to recover some or all of the funds paid to the Grant Recipient as a civil debt in accordance with paragraph 24.3.11

29. PARTICIPATION WITH NATIONAL LANDSCAPES PARTNERSHIP

- 29.1. The Grant Recipient acknowledges that the Authority is, as at the Commencement Date, working to establish a new national landscapes partnership to build on the existing collaboration between National Parks England, the National Association of Areas of Outstanding Natural Beauty, the Areas of Outstanding Natural Beauty Organisations and National Park Authorities, and the Broads Authority as the case may be, complemented by roles for the National Trails and National Parks Partnerships.

- 29.2. The Grant Recipient recognises that it is important that all National Park organisations collaborate effectively to work together with each other and National Park Authorities at a regional and national level in order to facilitate the delivery of national strategic priorities.
- 29.3. During the Funding Period the Grant Recipient shall:
- 29.3.1. engage with and work collaboratively with the national landscapes partnership;
 - 29.3.2. work collaboratively with other members of the national landscapes partnership and the bodies they represent; and
 - 29.3.3. promote the interests and strategy of the national landscapes partnership.

30. NOTICES

- 30.1. All notices and other communications in relation to this Grant Funding Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to in Annex 5 or otherwise notified in writing. All notices and other communications must be marked for the attention of the contact specified in Annex 5 (Contact Details). If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any Working Day they shall be deemed received on the next Working Day) and if mailed all such communications shall be deemed to have been given and received on the second Working Day following such mailing.

31. AMENDMENTS

- 31.1. This Grant Funding Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

32. GOVERNING LAW

- 32.1. These Conditions will be governed by and construed in accordance with the law of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

ANNEX 1 – GRANT FUNDING LETTER



Department
for Environment
Food & Rural Affairs

Seacole Building
2 Marsham Street
London
SW1P 4DF

T: 03459 335577
helpline@defra.gov.uk
www.gov.uk/defra

Dr Kevin Bishop
Dartmoor National Park Authority
Parke
Bovey Tracey
Newton Abbot
TQ13 9JQ

31/03/2022

Dear Kevin

Dartmoor National Park Authority 2022/25 Defra funding settlement

I am now pleased to be able to confirm the Defra funding settlement that your National Park Authority will receive in 2022/23.

The core grant settlement for Dartmoor NPA for 2022/23 is **£3,825,865**
The FiPL grant settlement for Dartmoor NPA for 2022/23 is **£652,064.99**
The FiPL grant settlement for Dartmoor NPA for 2023/24 is **£596,950.45**

The core grant has been confirmed for your National Park Authority (NPA) for the next 3 years. However, it is indicative for years 2023/24 and 2024/25.

We are in the process of producing the new grant agreement. However, this letter is to confirm that the Secretary of State for the Environment Food and Rural Affairs (Defra) and Dartmoor National Park Authority intend to enter into a Grant Agreement for the purpose providing grant funding to Dartmoor National Park Authority for the next 3 years from 2022-25. The Grant Funding Agreement will be produced and issued for signature, as soon as possible.

In anticipation of the execution of the new Grant Agreement, Dartmoor National Park Authority agrees to continue to be bound by the terms of the Grant Agreement for FY 2021/22, until such time as the new Grant Agreement for the 3 years from 2022-25 is executed. Upon execution, the terms of the new Grant Agreement for 2022/25 will be backdated to 1 April 2022 accordingly.

Pending execution of the new Grant Agreement, Dartmoor National Park Authority will accept this as a letter of intent on the understanding that the new Grant Agreement will be finalised as soon as possible.

During 2022/23 I would like each NPA to determine how it can use grant funding to support implementation of the government's response to the Landscapes Review, particularly:

- **Nature and Climate** –increasing the role of our protected landscapes in delivering nature-based solutions to help address the twin biodiversity and climate crises.
- **People and Place** – improving access to our protected landscapes for all parts of society and supporting the communities that live and work there.

During the grant agreement period, Defra intends to introduce a new national landscapes strategy and outcomes framework, which will highlight the key outcomes that the government would like to see protected landscapes contribute towards. Once approved, those documents will play a role in determining national priorities which core funding should contribute towards during 2023/24 and 2024/25. It is also important that all of our NPA teams collaborate more effectively, working together with each other and the Areas of Outstanding Natural Beauty (AONB) teams at a regional and national level towards delivery of national strategic priorities. Defra intends to establish a new national landscapes partnership to facilitate greater collaboration during the grant agreement period and will expect all NPA and AONBs teams to engage constructively with the partnership directly and via National Parks England.

The three-year Farming in Protected Landscapes (FiPL) programme will be entering its second year. The Grant Agreement will incorporate the additional FiPL funding by mutual agreement of the Parties which will run until the end of March 2024. Further information on the FiPL funding conditions has been provided under a separate email.

Finally, I would like to take the opportunity to thank you for your work during this challenging last year and look forward to discussing on-going plans in taking forward the key actions of the Landscapes Review.

Yours sincerely



Si n McGeever

Deputy Director for Access, Landscapes, Peatland and Soil

ANNEX 2 –THE FUNDED ACTIVITIES

Background/purpose of the Grant

- 1.1. The Environment Act 1995 sets out the purposes and functions of National Parks
- 1.2. The Accounts and Audit Regulations 2015 set out the accounting framework for the Grant Recipient.
- 1.3. The Authority also identifies as an important purpose of the Grant that the Grant Recipient, in fulfilling its statutory duties, undertake reasonable efforts towards nature recovery, net zero carbon through nature-based solutions and biodiversity, including supporting community needs, in strategic partnership with other groups, NPAs and AONBs.

Funded Activities

- 1.4. The Funded Activities are activities which enable the Grant Recipient to comply with its obligations in accordance with the Law and in particular to deliver the purposes and functions of National Parks as set out in the Environment Act 1995 and its own activities set out in the National Park Management Plan (as defined in section 66 of the Environment Act 1995) and its responsibilities as a statutory planning authority as defined in sections 67 and 68 of the Environment Act 1995 from time to time. The Funded Activities also include the activities the Grant Recipient, in fulfilling its statutory duties, undertakes towards nature recovery, net zero carbon through nature-based solutions and biodiversity, including supporting community needs, in strategic partnership with other groups, NPAs and AONBs.

ANNEX 2A – QUARTERLY REVIEW UPDATE

1) Specific Objectives and Scope of Work

Guidance: set out here the purpose for funding in this period and original activities/work planned. Attach separately any specific project plans and any milestones if not already supplied.

2) Deliverables against Business Plan

Guidance: Detail progress made in achieving funding objectives outlining specific outcomes against the plan for funding, drawing on any indicators as relevant

3) Variations

Guidance: Outline any variations with funding objectives or delivery plans, and remedial actions being taken.

ANNEX 3 – PAYMENT SCHEDULE

Core Grant

INSTALMENT/ INSTALMENT PERIOD	% OF GRANT	CLAIM DATE	EXPECTED PAYMENT DATE
April - 1st quarter	25%	April 2022	Early May 2022
July - 2nd quarter	25%	13 June 2022	Early July 2022
October - 3rd quarter	25%	12 September 2022	Early October 2022
January - 4th quarter	25%	12 December 2022	Early January 2023

FiPL Funding

Payment Schedule	Amount or %	Claim Deadline	Payment Date
1st Instalment	25%	20 May 2022	May-June 2022
2nd Instalment	25%	31 August 2022	September 2022
3rd Instalment	25%	30 November 2022	December 2022
4th Instalment	25%	28 February 2023	March 2023

ANNEX 4 - GRANT CLAIM AND DECLARATION CHECKLIST

Note: all supporting information referred to in the Grant Funding Letter or this payment schedule must be submitted in accordance with the claims procedures and conditions of payment at the foot of this payment schedule.

This document is an invoice for the Landscapes Access and People Team in Defra's Natural Environment, Trees and Landscapes Directorate.

1. Applicant's Name and Address	2. Grant Recipient Name
3. Amount of Grant Offer:	5. Amount of Grant Claim
4. Period of Grant Offer	6. Period covered by Grant claim
7. Claim type Q1 Q2 Q3 Q4* (* Delete as applicable)	8. PO number 9. Grant Claim unique identification number (e.g. the Grant Recipient's invoice no.)
10. Breakdown of expenditure claimed Note: Please use key headings as contained in your annual forecast provided under Annex 6, Management Plan and/or Business Plan, continuing on a separate sheet if necessary	
(a) Functional Head	(b) Forecast Eligible Expenditure for period covered by the claim .
	£
	£
	£
Total eligible expenditure	£
Of which the total to be claimed, sum to the amount of:	£
I certify that:	
<ul style="list-style-type: none"> i. The Funded Activities to which the claim relates are planned as set out in the grant recipient's management plan and/or have been completed as planned; ii. The items of Expenditure incurred/anticipated comprise only Eligible Expenditure which does not fall within any of the categories of Ineligible Expenditure in the Grant Funding Agreement. iii. The Grant Recipient is on track to achieve the Business Plan Commitments for this Financial Year by the end of the Financial Year. iv. I have to the best of my knowledge and belief complied with all the Conditions subject to which I have agreed to receive the Grant have been met. v. In completing this Claim Form I have been truthful, accurate and complete and have in good faith given honest estimates of any anticipated Eligible Expenditure. 	

I therefore invoice payment of £	
Signed	Name (CAPS)
Date	Position

Claims procedures and conditions of payment

- I. All payments made in respect of any Claim form are made subject to the payment terms below and to the Authority's right to demand repayment in accordance with the Conditions in paragraph 24 of your Grant funding Agreement.
- II. The Grant Recipient must submit four separate claims for payment of each instalment of the Grant on dates set out in Annex 3 in respect of forecast Eligible Expenditure as explained in the form above. All sections of the claim form must be fully and accurately completed and submitted to: NationalParks.AONBS@defra.gov.uk
- III. The Authority may request the Grant Recipient to provide additional evidence of how the Grant is used at any time.
- IV. The Grant Recipient must only include the relevant allocations of Eligible Expenditure to the relevant activity and the basis of any apportionment/allocation must be clearly set out in the breakdown.
- V. If the Grant Recipient is unsure whether Expenditure is Eligible Expenditure or Ineligible Expenditure, the Authority's written consent should be obtained before incurring that Expenditure.

ADDITIONAL QUARTERLY REPORTING	
AREA OF REPORTING – please cross reference to the section of the Grant Funding Agreement	DETAILS

Grant Claim Check List / Declaration – National Park Authorities

In order to help reduce the number of claims that fail the validation the Authority has developed the checklist below to ensure that all relevant checks have been made before a claim is submitted. These checks align with the validation checks that the Authority undertakes prior to payment.

Please ensure this table is pasted into the covering email of the Grant Recipient's claim and the Grant Recipient should confirm that the checks have been made by stating "Yes" in the "Confirmed" column, adding any relevant comments and by "signing" the subsequent declaration.

The Authority reminds the Grant Recipient that the claim form itself does include a declaration to be signed by a duly authorised individually and this is not a substitute for that.

Item	Confirmed	Comments (where applicable)
Current Claim form used (NB Annex 4 of the <u>current</u> grant agreement)		
Details in boxes 1-9 of the claim form are complete and correct. [The NPA (box 1) is inserted (box 2)]. The correct Purchase Order (PO) number for this grant has been used [box 8] and a 'unique' claim ID number (invoice number) [box 9] has been used [<u>do not</u> use a previous number].		
A breakdown of eligible expenditure [box 10] has been provided and supplementary evidence (e.g. spreadsheet) has been attached.		
The amount claimed is correct and in line with forecast. Where this is an under or overclaim an explanation has been provided (see comments).		
The claim has been validated by a duly authorised person. Where the declaration is not signed, an email from the duly authorised is attached, or the claim is submitted by them.		
Reporting requirements have been met Annex 2(a) is attached.		
The claim is provided in pdf format.		
I have entered the NPA Name in the Email subject box		

DECLARATION: I confirm that all relevant checks have been undertaken and all supporting evidence provided.

Signed

NOTE: Any claim submitted without the above checklist and declaration completed will be deemed invalid and rejected, potentially delaying grant payment.

ANNEX 5 – CONTACT DETAILS

The main departmental contact in connection with the Grant is:

Name of contact	Matt Cook – Protected Landscapes Team Grant Manager
Position in organisation	Landscapes, Access & People Team
Email address	NationalParks.AONBS@defra.gov.uk
Telephone number	07825 680 571
Postal address	Landscapes, Access & People Defra Seacole Building, 2 Marsham Street London

This information is correct at the date of the Grant Funding Agreement. The Authority will send you a revised contact sheet if any of the details change.

The Grant Recipient's main contact in connection with the Grant Funding Agreement is:

Reference	Contact 1	Contact 2
Organisation	Dartmoor National Park Authority	Dartmoor National Park Authority
Name of contact	Dr Kevin Bishop	Angela Stirland
Position in organisation	Chief Executive (National Park Officer)	Head of Business Support
Email address	kbishop@dartmoor.gov.uk	astirland@dartmoor.gov.uk
Telephone number	01626 831004	01626 831030 Mobile 07912 470782
Fax number	N/A	
Postal address	Parke Bovey Tracey NEWTON ABBOT Devon TQ13 9JQ	

Please inform the Authority if the Grant Recipient's main contact changes.

ANNEX 6: ESTIMATE OF ANNUAL INCOME AND EXPENDITURE

NATIONAL PARKS GRANT – PROFILE OF EXPENDITURE FOR 20____/____

To be submitted to Defra by _____

National Park Authority

Forecast Total	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Gross Expenditure – by functional headings				

Conservation of the Natural Environment

Conservation of Cultural Heritage

Recreation Management and Transport

Promoting Understanding

Rangers, Estates and Volunteers

Development Control

Forward Planning and Communities

Specialist Ringfenced Accounts

Service Management and Support Services

Corporate and Democratic Core

Non Distributed Costs

Income (**excluding** NPG) – by functional headings

Conservation of the Natural Environment

Conservation of Cultural Heritage

Recreation Management and Transport

Promoting Understanding

Rangers, Estates and Volunteers

Development Control

Forward Planning and Communities

Specialist Ringfenced Accounts

Service Management and Support Services

Corporate and Democratic Core

Non Distributed Costs

Total (approved net expenditure)

Below the line items/accounting adjustments

Total Estimated NPG Claim

Total Estimated NPG Claim
(as a % of total NPG)

.....

External funding providers e.g. grants, project funding	£Amount

Signed (National Park Officer or Nominated Officer)

On behalf of the National Park Authority

Date

ANNEX 7 – FIPL FUNDING LETTER

Dear Kevin Bishop,

Farming in Protected Landscapes – Dartmoor National Park Authority – Funding Allocation for Year 2 (2022/23) and Year 3 (2023/24)

On behalf of our team, thank you for your support, patience, and feedback in delivering the first year of the programme. Faced with the challenges of a delayed start, recruitment, and heightened risk of underspend – all with the backdrop of a global pandemic – we have been delighted by the positive reception, uptake and good news stories emerging from our first year of delivery across the country.

In preparation of the coming year, I am delighted we can confirm your final allocation for financial years (FY) 22/23 and 23/24. This amount is based on the funding formula for the programme and your reprofiling preferences for your original Year 1 allocation, as you provided in October 2021.

**Your overall allocation for FY 22/23 is: £652,065 , of which:
A maximum of £34,000 may be spent on Admin, and
A maximum of £59,000 may be spent on Advice and Guidance.**

**Your overall allocation for FY 23/24 is: £596,950 , of which:
A maximum of £34,000 may be spent on Admin, and
A maximum of £59,000 may be spent on Advice and Guidance.**

For the rules on “Admin” and “Advice and Guidance” spending, please refer to the National Framework document, Section 3.3. Further clarifications and updates to this guidance will be provided in the next round of programme documentation updates, to be shared in preparation for Year 2.

Finances

All finance rules as set out in FY 21/22 in the programme documentation will apply for the coming financial year.

Your FiPL funding will be provided through an annex to your core grant agreement with Defra. We will provide detail of your allocation for the year and the programme grant claim process and forms in your grant agreement in the Bravo portal for the new financial year. Once this is provided, please approve the agreement on Bravo to receive your payments.

We anticipate that the first payments for the FiPL programme will be delivered to your Protected Landscape in July 2022. Further information on the payment schedule will be provided in the grant agreement annex provided on your profile in Bravo.

For your core grant payments, the payment schedule and process will be unchanged.

Next Steps

The FiPL team are reviewing the progress of our first year of delivery, including your annual lessons learned forms, additional documents developed by landscape teams, and observations shared from the external evaluation. Thank you again for taking the time to provide your detailed contributions and supporting the work of our evaluators.

Where possible, we will be making changes to reflect your feedback and improve the delivery of the programme. Please look out for updated versions of the National Framework documentation and guidance in preparation for Year 2.

Once again, thank you for all your support and for your team's hard work and dedication in delivering so much in such a short time. I am looking forward to working with you to build on this to make the coming year even more successful.

With best wishes,

Siôn

Siôn McGeever | Deputy Director for Access, Landscapes, Peatland and Soil - **ALPS** | Natural Environment, Trees & Landscape Directorate - **NETL** | Department for Environment, Food and Rural Affairs | 07876600161 | Seacole Building, 2 Marsham St, Westminster, London SW1P 4DF

ANNEX 8: FIPL GRANT CLAIM FORM

Note: all supporting information referred to in the FiPL Funding Letter or this payment schedule must be submitted in accordance with the claim's procedures and conditions of payment at the foot of this claim form.

This document is an invoice for the **Farming in Protected Landscapes (FiPL) programme**.

1. Grant Name and Address <i>Enter PL name and address</i>		2. Grant Recipient Name <i>Enter PL name</i>	
3. Amount of FiPL Offer: <i>Enter total Y1 funding allocation</i>		5. Amount of FiPL Claim <i>Enter total claim amount</i>	
4. Period of FiPL Offer <i>FY 2022/23</i>		6. Period covered by FiPL Claim <i>E.g. Jun-Sep 2021</i>	
7. Claim type <i>Please mark the relevant FiPL claim instalment made with 'x'</i>		8. Purchase Order number <i>Defra programme team to populate</i>	
1st instalment		9. Grant Claim unique identification number (e.g. the Grant Recipient's invoice no.)	
2nd instalment			
3rd instalment			
4th instalment			
10. Breakdown of expenditure claimed			
(a) Description of expenditure		(b) Amount	
<i>Please add additional expenditure lines on a separate attachment if necessary.</i>			
		£	
		£	
		£	
Total Eligible Expenditure		£	
I certify that:			
i. The Funded Activities to which the claim relates are planned as set out in the Grant Recipient's FiPL Monitoring Form and/or have been completed as planned;			
ii. The items of expenditure incurred/anticipated comprise only Eligible Expenditure which does not fall within any of the categories of Ineligible Expenditure as outlined in the FiPL National Framework and the Grant Funding Agreement.			
iii. The Grant Recipient is on track to achieve the Business Plan Commitments for this Financial Year by the end of the Financial Year.			
iv. I have to the best of my knowledge and belief complied with all the Conditions subject to which I have agreed to receive the Grant have been met.			
v. In completing this FiPL Grant Claim Form, I have been truthful, accurate and complete and have in good faith given honest estimates of any anticipated Eligible Expenditure.			
I therefore claim payment of £			

Signed	Name (CAPS)
Date	Position

Claims procedures and conditions of payment

- I. All payments made in respect of any claim form are made subject to the payment terms below and to the Authority's right to demand repayment in accordance with the Conditions in clause 24 of your Grant Funding Agreement.
- II. The Grant Recipient must submit three separate claims for payment of each instalment of the FiPL Funding on dates set out in the Payment Schedule in respect of forecast Eligible Expenditure as explained in the form above. All sections of the FiPL Grant Claim Form must be fully and accurately completed and submitted to: FiPL@Defra.gov.uk
- III. The Authority may request the Grant Recipient to provide additional evidence of how the FiPL Funding is used at any time.
- IV. The Grant Recipient must only include the relevant allocations of Eligible Expenditure to the relevant Funded Activities and the basis of any apportionment/allocation must be clearly set out in the breakdown.
- V. If the Grant Recipient is unsure whether Expenditure is Eligible Expenditure or Ineligible Expenditure, the Authority's written consent should be obtained before incurring that expenditure.

ANNEX 9: FIPL CONTACT DETAILS

The main departmental contact in connection with FiPL is:

Name of contact	William Pryer
Position in organisation	Team Leader, Environmental Outcomes in Protected Landscapes
Email address	FiPL@Defra.gov.uk
Telephone number	-
Postal address	-

The Authority will send you a revised contact sheet if any of the details change.

The Grant Recipient's main contact in connection with FiPL is:

Reference	Contact 1	Contact 2
Organisation	Dartmoor National Park Authority	Dartmoor National Park Authority
Name of contact	Dr Kevin Bishop	Angela Stirland
Position in organisation	Chief Executive (National Park Officer)	Head of Business Support
Email address	kbishop@dartmoor.gov.uk	astirland@dartmoor.gov.uk
Telephone number	01626 831004	01626 831030 Mobile 07912 470782
Fax number	N/A	
Postal address	Parke Bovey Tracey NEWTON ABBOT Devon TQ13 9JQ	

Please inform the Authority if the Grant Recipient's main contact changes.



NPA/22/026

Dartmoor National Park Authority

10 June 2022

Dartmoor National Park Authority Climate Action Plan – Progress Update

Report of the Senior Policy Officer

Recommendation: That the Members note progress made on the Action Plan, and endorse projects identified to be continued and a review of the Action Plan to be completed in 2022/23

1 Introduction

1.1 In March 2020 Dartmoor National Park Authority (DNPA) produced and approved an organisational Climate Action Plan. The action plan is part of the Authority's response to its declaration of a climate emergency and establishes how the Authority as an organisation will seek to achieve its ambition to be carbon neutral against its scope 1 and 2 emissions by 2025.

1.2 This report provides Members with an update on:

- Emissions reporting within the Defra group
- progress against the climate action plan over the period 2021/22
- projects to be carried forward to a review of the Climate Action Plan
- the Authority's carbon footprint for the period 2020/21 and 2021/22

2 Monitoring emissions and target setting across the Defra group

Emissions Monitoring

2.1 Defra has completed its first assessment of emissions across the Defra group, including all National Park Authorities (NPAs), the Environment Agency, Forestry Commission and its other arm's length bodies. The exercise has provided further independent verification of DNPA's carbon footprint and provided some assurance that DNPA is a relatively small emitter within the group. The results can be seen in the Appendices

2.2 Taken as a whole the ten English NPAs (including the Broads Authority) represent just 1% of the Defra footprint. The study's median emissions per full time equivalent (FTE) across all organisations was 9tCO_{2e}/FTE, with the Forestry Commission being the largest emitter at 42tCO_{2e}/FTE and the South Downs National Park

Authority being the smallest at 2tCO₂e/FTE albeit with high uncertainty. DNPA achieved 4tCO₂e/FTE, but without significant emissions reporting for purchased goods and services.

- 2.3 The study provides a useful benchmarking exercise and highlights DNPA's very low emissions relative to other public-sector bodies.

Target-setting

- 2.4 Alongside carbon footprinting the Defra study explored how target-setting could in the future be set at the Defra level, with targets being delegated to sub-organisations in a variety of different ways. The Senior Policy Officer is contributing to Defra's action planning process which is being progressed later this year.
- 2.5 The study raised the issue that whilst organisations are now increasingly adopting net-zero targets, these targets often do not adhere to a common definition of carbon neutrality. The report recommends more ambitious target-setting to front load emission reductions in line with what the science indicates is needed, rather than offsetting emissions. The report suggests setting annual reduction targets for emissions, including some scope 3 emissions and only allowing a maximum 10% of emissions to be offset for carbon neutrality¹.
- 2.6 This approach is more restrictive than DNPA's current target to be carbon neutral by 2025, which only includes scope 1 and 2 emissions and allows for unlimited carbon offsetting provided this is twinned with significant investment in emissions reduction consistent with the energy hierarchy.
- 2.7 Whilst the approach proposed is not final, Members should be aware that our net zero target may need to shift in the future to be consistent with current scientific understanding and reporting across the Defra group. Notwithstanding this it is still hoped we will achieve our current 2025 target.

3 Progress on the DNPA Climate Action Plan

Learning from the COVID Pandemic

- 3.1 The Action Plan was approved shortly before the COVID pandemic and could not have foreseen the lifestyle changes lockdown restrictions brought. The COVID pandemic forced the Authority to invest and become capable of operating entirely digitally across many of its work streams, far quicker than was ever thought possible. DNPA departments now operate mostly paperless, video conferencing software is used daily to avoid unnecessary travel, and home working has become normal practice. Unfortunately, our formal public meetings have to be held face to face and there is no indication from the Government as to when they may amend legislation to allow such meetings to be held 'virtually' or 'traditionally'.
- 3.2 We have worked to retain low carbon behaviours as restrictions have eased, whilst allowing for increased office presence conducive with a healthy team-working environment. Post-COVID measures introduced to maintain emission reductions have included:

¹ Defra are exploring targets aligned with [Science Based Targets](http://www.sciencebasedtargets.org) - www.sciencebasedtargets.org

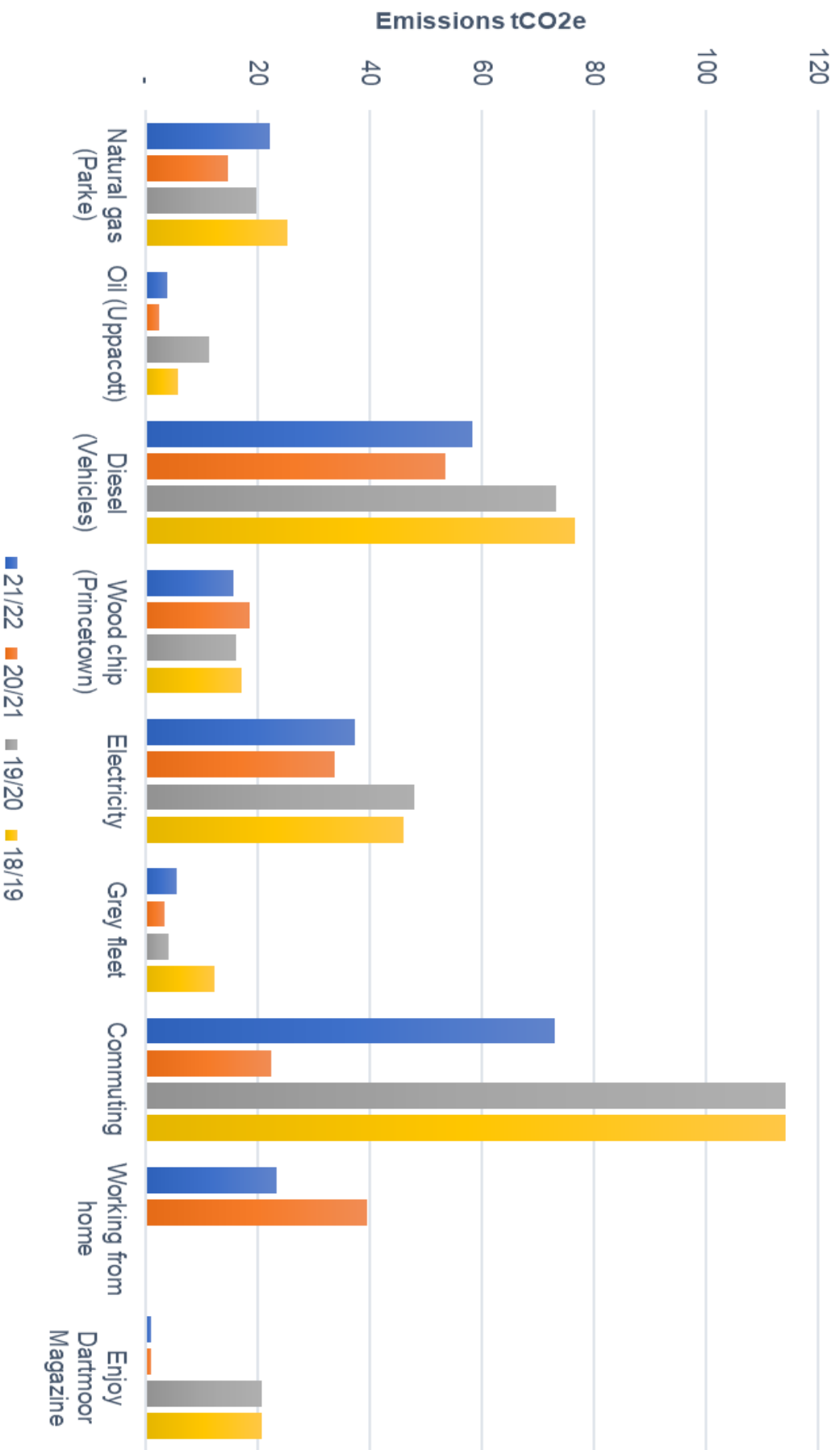
- A move to flexible working.
- Maintenance of paperless work processes across the Authority.
- Significant improvement and investment in remote working software and equipment, such as Microsoft Teams, cloud-based IT systems, and issuance of laptops, smartphones and tablets.
- Microsoft Teams training delivered to all staff.

3.3 These have gone a long way to ensuring emissions have not fully 'rebounded'. Figure 1 shows how key emitters on our footprint have varied between 2018/19 and 2021/22.

3.4 Annual monitoring against the action plan has now spanned 4 years of emissions data, allowing for trend analysis. During this time the climate action plan's impact can begin to be seen, although it should be noted that some of these reductions are still likely affected by the pandemic. Key overall trends between 2018/19 to 2021/22 include:

- 20% decrease in scope 1 and 2 emissions
- 26% decrease in overall emissions (excluding investments)
- 24% decrease in vehicle emissions
- 36% decrease in commuting emissions
- 95% decrease in emissions associated with the production of Enjoy Dartmoor (68.5% decrease excluding offsets)
- 48% reduction in internal printing emissions

Figure 1 - Trends in DNPA's key emissions 2018/19 to 2021/22



Commuting and home working emissions

- 3.5 As we move to a flexible working model it is important to ensure emissions related to staff working from home are reported within our footprint. This includes emissions associated with heating of homes and the electrical consumption of their home workstation, while they are working from home.
- 3.6 Collecting bespoke energy usage data from staff is not practical or feasible. DNPA have used EcoAct's White Paper² to provide a consistent corporate methodology for estimating likely emissions. These estimations are based on national average heating systems; a gas central heating system, used for 10 hours per day, for 6 months of the year. A staff transport survey informed us how often all staff across the Authority work from home and this has been adjusted for the COVID lockdown periods, when it was assumed all staff were working from home.
- 3.7 The staff survey also took into consideration staff commuting patterns, as an update from that data collected in 2020. These patterns were based on current flexible work patterns and were also adjusted for the COVID lockdown periods when it was assumed staff were not commuting.
- 3.8 As with all Scope 3 emissions, there are challenges of data collection and measurement to overcome. However, we believe this to be a robust first step towards better understanding the full emissions impact of today's operations.
- 3.9 The exercise demonstrates the clear benefit of home working. Table 1 shows how under current work arrangements the Authority's working from home policy is effectively saving 24tCO₂e, or 10% of DNPA's entire 2021/22 footprint. This reduction in our 'carbon footprint' also needs to be balanced against the need to ensure we maintain effective service provision, hence the 'flexible working' approach.

Table 1 – Commuting and home working emissions based on existing and theoretical working patterns

	Emissions tCO ₂ e		Total
	Commuting emissions	Home working emissions	
Current working patterns	97.44	15.27	112.71
Scenario: All staff commuting	136.74	0	136.74
Scenario: All staff home working	0	52.06	52.06

Update on Climate Action Plan projects

- 3.10 The following table provides a progress update on projects scheduled for implementation in 2021/22.

² [Homeworking emissions whitepaper, Ecoact \(2021\)](#)

Project	Update
1: Purchase more fuel efficient vehicles	<p>Procurement of 2 electric pool vehicles confirmed</p> <p>Emissions from DNPA vehicles in 2021/22 has reduced by 22% since monitoring against the action plan began in 2018/19. The COVID pandemic was the major cause of this, but early signs suggest emissions reductions are being maintained to a degree, with only a 10% emissions increase in 2021/22 from the low point in 2020/21.</p> <p>A Fleet Electrification Strategy has been prepared and approved by Leadership Team. This strategy appraises the suitability of DNPA's existing vehicle fleet for electrification and low-emission alternatives. This has led to testing and procurement of two electric pool vehicles, which will replace vehicles with combined annual emissions of approximately 4.5tCO_{2e}. Other electric vehicle procurement is being explored upon fleet redundancy, such as the Works Team van. It is hoped that the market will soon have a viable electric 4x4 utility vehicle capable of replacing our Ranger's Land Rover Defenders which produce 75% of total DNPA vehicle emissions.</p>
2: Promote travel alternatives	<p>Target achieved, ongoing maintenance required</p> <p>This project sought to encourage travel alternatives and work towards avoiding unnecessary staff travel, principally by raising awareness of video conferencing options and allowing flexibility for home-working in appropriate roles. The Action Plan sought to scope this project in 2020 and targeted a nominal 10% emission reduction for DNPA vehicles before 2025.</p> <p>All staff have now been trained with Microsoft Teams conferencing and are able to work from home. 22% emission savings have been achieved by all DNPA vehicles between 2018/19 and 2021/22.</p> <p>Procurement of electric vehicles will reduce emissions further, especially if twinned with renewable energy purchase.</p>
4: Purchase electric land management equipment	<p>Not progressed</p> <p>DNPA's petrol use has declined significantly to only 15L in 2021/22. Investment in electric equipment is therefore not justified in view of only very small potential emission savings.</p>

5: Purchase renewable energy	<p>Progressing with Devon County Council</p> <p>This project seeks to secure renewable energy to enable DNPA to offset electricity emissions, currently 30% of Scope 1 and 2 emissions. DNPA have been seeking to do this via a synthetic power purchase agreement with Devon County Council, this approach ensures the purchase of renewable energy directly supports the creation of new renewable energy infrastructure.</p> <p>DCC's synthetic PPA project has experienced significant delays related to COVID and recent instability in the energy markets. These delays are mirrored by other providers in this area. DNPA are continuing to appraise options for securing genuine renewable energy,</p>
6: Solar PV @ Haytor VC	<p>Progressing</p> <p>The project is being progressed in 2022/23, quotes have been received and are being appraised alongside other budget constraints. This project will further enhance the benefits of the vehicle charging point installed at Haytor Visitor Centre.</p>
7: Audit of high demand electrical items	<p>In progress</p> <p>This project sought to review all electrical items rated over 1kW and determine whether these are necessary or can be replaced by more efficient alternatives. Limited IT capacity and flexible home working arrangement have meant this project has been undertaken on a case by case basis and will be continued into the future.</p>
8: Convert Parke electric shower to wet system	<p>Complete</p> <p>This project was completed in 2020/21.</p>
9/10: LED lighting Parke car park and Duchy Hotel	<p>Progressing</p> <p>This project sought to replace the lighting in the Parke Car Park with efficient LED alternatives. This project is being considered for implementation in 2022/23 alongside other budget constraints and staff capacity.</p> <p>LED lighting install at Duchy Hotel has not progressed because of how little these premises are used and limited associated emissions savings.</p>
11: Carbon footprint land assets	<p>Progressing</p> <p>Farm Carbon Toolkit have been appointed to assess land use emissions on DNPA's estate and determine the extent to which conservation of these assets results in sequestration that offsets our organisation's carbon emissions. The work involves assessing the carbon stock and annual carbon flows of our common land and woodland holdings. Importantly the project will progress our understanding of how carbon is stored in open habitats common on Dartmoor's moorland more generally.</p>

	<p>These, generally acid grassland habitats, are not currently well understood in carbon terms and there is no standard carbon assessment methodology. The project is making innovative use of SWEEP's remote sensed habitat classification data and soil information to develop a proportionate sampling methodology.</p> <p>The results will be of significant benefit beyond DNPA's land ownership and will help inform future assessments as well as moorland management decisions.</p> <p>The project is scheduled to report in October 2022, with the option to extend this to explore a number of current knowledge gaps:</p> <ul style="list-style-type: none"> • Modelled sequestration change in defined management scenarios • Carbon losses associated with swaling • Above ground carbon storage of bracken, European gorse, rush and tussocky under-grazed pasture • Carbon sequestration of Molinia grassland on peatland
12: Investments	<p>Complete, ongoing review</p> <p>This project sought to understand the carbon emissions associated with DNPA's pension fund investments.</p> <p>The Devon County Council Investment and Pension Fund Committee commissioned a carbon footprint analysis of the Devon Pension Fund's investments, to be published annually. This footprint provides the basis for Dartmoor to understand the likely emissions from its pension investments. The study found that the fund had a weighted average carbon intensity of 332 tCO₂e / £m, which is 29 tCO₂e below a benchmark calculated on the average for businesses operating in the areas the fund is invested in. This means that emissions associated with our investments are about 9% lower than the averages for the areas we are invested in. As a helpful comparison, using the DNPA carbon footprint and DEFRA grant, we could say that DNPA has a carbon intensity of 85.1 tCO₂e / £m.</p> <p>The value of DNPA's Assets held in the Devon LGPS as at 31 March 2021 was £19.441 million, representing 1% of the Devon Fund. We therefore estimated the annual emissions associated with our pension investments is in the region of 6,454 tCO₂e, approximately 22 times DNPA's annual footprint. A second and updated footprint is due to be reported in June 2022, at which point we will update this figure</p> <p>The Devon Pension Fund's current strategy is set out in their climate change policy³. Their strategy is always under review, but doesn't necessarily involve divestment where they are</p>

³ <https://www.brunelpensionpartnership.org/wp-content/uploads/2020/01/Brunel-Climate-Change-Policy-rev01.pdf>

	<p>confident engagement is leading to change⁴. The Brunel Partnership holds approximately £30bn of investment and so has significant voting powers to influence change and indeed transferring the Devon Fund to Brunel delivered significant emission savings of 21.5% between March and December 2019.</p> <p>The Devon Fund's updated footprint, due in June 2022, will reveal whether Brunel are achieving the ambition of reducing the fund's footprint by 7% year on year between 2021 and 2023.</p>
13: Carbon footprint of purchased goods and services	<p>Progressing with Devon County Council</p> <p>DNPA's procurement processes are led by Devon County Council (DCC). DNPA are working with Devon County Council to develop a means to accurately carbon footprint procured goods and services through this process, and use this information alongside other indicators to make procurement decisions. This area is the largest source of uncertainty in the Authority's footprint, it is also highly complex and has the potential to interfere with competition amongst smaller businesses. This project will be a priority for the next Action Plan.</p>
14: Digital by default	<p>Target achieved, on-going maintenance required</p> <p>The COVID pandemic response delivered, against the 2018/19 baseline, a 67% reduction in printing emissions in 2020/21. This has been broadly maintained with a 51% emissions reduction against the baseline being maintained in 2021/22.</p>
15: Encourage sustainable commuting	<p>Corporate working from home policy introduced, watching brief on other projects</p> <p>This project sought to encourage more sustainable commuting patterns, including by improving facilities and introducing a corporate working from home policy.</p> <p>COVID lockdowns caused a precipitous fall in staff commuting. The introduction of a corporate working from home policy has meant this emissions reduction has only partly rebounded and significant emission savings have been captured. As discussed earlier in this report, the data gathering exercise as part of the most recent footprinting exercise shows the benefit of home working over commuting, given DNPA's rural office setting.</p> <p>When there is more certainty over future working patterns DNPA will be considering implementing the following projects:</p> <ul style="list-style-type: none"> • Improve shower and changing facilities • Install one or more EV charging point(s) for staff use • Improve cycle storage

⁴ <https://www.room151.co.uk/interviews/sponsored-investment-roundtable-climate-and-the-igps/>

<p>16: Review procurement strategy for Visitor Centres</p>	<p>In progress</p> <p>The Visitor Centre team are in the process of producing a sustainable procurement strategy and looking to incorporate this into DNPA's Retail Strategy. The Strategy looks to make material progress in improving the Centre's retail offer and procurement processes. The Strategy includes working with suppliers to reduce product emissions, procuring products with excellent product life and which promote sustainable consumer behaviours, reducing packaging and plastic and sourcing locally to help foster a local circular economy.</p>
<p>18: Enjoy Dartmoor Magazine Distribution Strategy</p>	<p>Completed</p> <p>This project targeted a 50% reduction in emissions associated with the production of Enjoy Dartmoor.</p> <p>The magazine format was reviewed in 2020/21 and the decision made to reduce the size of the publication from A4 to B5, reduce paper weight from 100gsm to 90gsm, and the distribution volume from 100,000 to 50,000 copies. The overall impact of this has been to reduce the absolute footprint of the magazine from 20.8tCO_{2e} to 6.5tCO_{2e} (69%). The printing contractor has further offset emissions to reduce overall emissions to 1tCO_{2e}.</p>
<p>19: Behaviour change campaign</p>	<p>Complete, review and carry forward</p> <p>This project sought to raise awareness of the impact of DNPA and how this can be reduced by actions from staff. Including, driving to meetings, commuting, switching off equipment, printing, heating controls (turning down heating, shutting windows, shutting doors etc.), reducing overnight consumption, and procurement.</p> <p>This project's emissions targets have been exceeded, but there remains many areas that could be improved. It is recommended this project is reviewed and carried forward into the next Action Plan.</p>

4 Review of Climate Action Plan

- 4.1 The Climate Action Plan has now run its course and its included projects have been completed or are progressing towards completion. The Action Plan is now due to be reviewed in late 2022, in sequence with any action planning work undertaken by Defra. This exercise will review all existing projects, carry forward any outstanding projects and explore a new suite of projects for the Authority to deliver up to 2025. The format of the review process is to be agreed with Leadership Team later this year.
- 4.2 To begin this process DNPA held a frank and open discussion with staff about what bold action the Authority could take in the future to tackle emissions. Recognising that it will become harder and harder to continue reducing emissions in future years, especially

given the Authority's fixed grant funding settlement with Defra which means a significant real terms cut to our core funding.

4.3 The discussion was broad, but included following the points which will help inform the Action Plan review:

- Accelerating the shift towards electric vehicles (NB action reported above)
- Better understanding our procurement emissions throughout the Authority
- Being more pro-active with installation of micro-generation technology
- The future of working at Parke given emphasis on homeworking and need for energy efficient premises
- Better integrating Action Plan targets within corporate work programmes
- Being pragmatic with the role of offsetting
- Ensuring internal project funding is climate justified
- Improve environment impact reporting in internal governance processes

5 DNPA Carbon Footprint 2020/21 and 2021/22

5.1 The late publication of this annual update report has allowed for processing of two years carbon footprint data. The monitoring reports were previously reporting a year behind, this later reporting timeframe should allow more responsive footprint reporting to Members in the future. DNPA's updated carbon footprints for 2020/21 and 2021/22 are provided in Appendix I.

6 Other Climate Change related matters

Carbon Footprint of Dartmoor National Park (as a place) – Small World Consulting

6.1 It is included for Members awareness that work has commenced on producing a consumption-based carbon footprint for the National Park. This work is continuing in partnership with Natural England and National Parks England and is being rolled out across all UK National Parks and many AONBs.

6.2 Small World Consulting (SWC) first carried out a first consumption-based greenhouse gas assessment for the Lake District National Park (LDNP) in 2010. This project developed a consumption-based assessment approach, which includes a far broader range of emission categories than in a typical carbon footprint. Such as food, shopping, business supply chains, and travel by both residents and visitors to and from the Park.

6.3 Albeit still an emissions estimate, the SWC footprinting model has been developed significantly over the last decade and become far more sophisticated. It will become a valuable tool in understanding emissions across the National Park and informing how the Partnership Plan can guide partners in delivering meaningful emissions reductions across its focus areas. The final report should be available in July 2022.

7 Conclusion and Recommendations

7.1 DNPA have progressed well against its climate action plan in challenging circumstances, in many cases exceeding expectations.

DNPA's ability to meet its ambition of being carbon neutral against its scope 1 and 2 emissions will be particularly reliant on securing a renewable source of electricity, improving efficiency of DNPA's vehicle fleet and offsetting remaining unavoidable

- 7.2 emissions. Later this year we should know whether offsetting our organisational emissions will be possible on DNPA's existing land assets and whether this will be compatible with any emission saving targets delegated to us by Defra.
- 7.3 It is recommended that the Members note progress made on the Action Plan and endorse the continuation of outstanding projects identified and review of the Action Plan in 2022/23.

ALEX GANDY

2022 06 10 AG Climate Action Plan Update

Attachments: **Appendix 1 - DNPA's carbon footprint 2020/21 and 2021/22**
 Appendix 2 - 2019/20 Defra Carbon Footprint Results by organisation

DNPA's carbon footprint 2020/21

Emission source	Scope 1				Scope 2				Scope 3				Offset	Total
	Consumption	Unit	Emission factor kgCO ₂ e	tCO ₂ e	Consumption	Unit	Emission factor kgCO ₂ e/unit	tCO ₂ e	Consumption	Unit	Emission factor kgCO ₂ e	tCO ₂ e		
Natural gas	70,906	kWh	0.18455	13.09					70,906	kWh	0.02391	1.70		14.78
Oil	928	L	2.54039	2.36					928	L	0.0513	0.05		2.41
Diesel	20,553	L	2.54603	52.33					20,553	L	0.05822	1.20		53.53
Petrol	41	L	2.16802	0.09					41	L	0.06318	0.00		0.09
Wood chip	210	tonnes	58.35272	12.25					210	tonnes	30.4	6.38		18.64
Electricity					132,543	kWh	0.23314	30.90	132,543	kWh	0.0217	2.88		33.78
Grey fleet									12,399	miles	0.26775	3.32		3.32
Water supply									910	m ³	0.344	0.31		0.31
Water treatment									819	m ³	0.708	0.58		0.58
Business travel flights									0	pax.km	0.28284	0		0
Business travel coach									0	pax.km	0.03435	0		0
Business travel rail									0	pax.km	0.04905	0		0
Commuting												22.41		22.41
Home Working												39.43		39.43
Enjoy Dartmoor Magazine												6.55	-5.54	1.01
Internal printing												0.53		0.53
Pension investments												6,454		6,454
Total	80.11				30.9				84.81				-5.54	6,644.81

DNPA's carbon footprint 2021/22

Emission source	Scope 1				Scope 2				Scope 3				Offset	Total
	Consumption	Unit	Emission factor kgCO ₂ e	tCO ₂ e	Consumption	Unit	Emission factor kgCO ₂ e/unit	tCO ₂ e	Consumption	Unit	Emission factor kgCO ₂ e	tCO ₂ e	tCO ₂ e	tCO ₂ e
Natural gas	103,032	kWh	0.18438	19					103,032	kWh	0.03135	3.23		22.23
Oil	1,500	L	2.54014	3.81					1,500	L	0.0513	0.08		3.89
Diesel	22,666	L	2.51233	56.94					22,666	L	0.0575	1.3		58.25
Petrol	15	L	2.19352	0.03					15	L	0.06425	0.001		0.03
Wood chip	180	tonnes	57.15269	10.29					180	tonnes	30.4	5.47		15.76
Electricity					163,394	kWh	0.21016	34.34	163,394	kWh	0.01879	3.07		37.41
Grey fleet									20,887	miles	0.26775	5.59		5.59
Water supply									1713	m ³	0.344	0.59		0.59
Water treatment									1541.7	m ³	0.708	1.09		1.09
Business travel flights									1,200	pax.km	0.28284	0.34		0.34
Business travel coach									0	pax.km	0.03435	0		-
Business travel rail									4,048	pax.km	0.04905	0.2		0.20
Commuting												73.08		73.08
Home Working												23.42		23.42
Enjoy Dartmoor Magazine												6.55	-5.54	1.01
Internal printing												0.77		0.77
Pension investments												6,454		6,454
Total	90.07				34.34				124.01				-5.54	6,697.66

2019/20 Defra Carbon Footprint Results by organisation

Organisation	Emissions tCO ₂ e
Environment Agency	279,353
DEFRA	148,449
Forestry Commission	43,330
Health Agency	34,496
The Royal Botanic Gardens Kew	20,756
Centre for Environment, Fisheries and Aquaculture Science	18,072
Agriculture and Horticulture Development Board	9,042
Natural England	8,592
Forest Research	5,852
Marine Management Organisation	5,449
Rural Payments Agency	5,304
Joint Nature Conservation Committee	2,764
The Water Service Regulation Authority	2,108
Veterinary Medicines Directorate	1,470
Sea Fish Industry Authority	1,284
North York Moors National Park Authority	1,151
Peak District National Park Authority	1,060
Lake District National Park Authority	1,013
Consumer Council for Water	829
Broads Authority	690
Exmoor National Park Authority	384
Yorkshire Dales National Park Authority	382
Dartmoor National Park Authority	336
NENNRs	321
Northumberland National Park Authority	320
National Forest Company	310
New Forest National Park Authority	299
South Downs National Park Authority	272
Drinking Water Inspectorate	191



NPA/22/027

Dartmoor National Park Authority

10 June 2022

Tree Preservation Orders, Section 211 Notifications (Works to Trees in Conservation Areas) and Hedgerow Removal Notices Determined Under Delegated Powers

Report of the Trees and Landscape Officer

Recommendation: **That the decisions be noted.**

TPO APPLICATIONS

Teignbridge

Ref: 22/0001

6 Chuley Road, Asburton

SX 7566 6953

Application to fell 11 ash and 8 sycamore trees. All the trees are in a dangerous condition and are exempt from the application process. A duty is placed on the landowner to plant replacement trees.

South Hams

Ref: 21/0067

Bittaford Park, Bittaford

SX 6677 5670

Application to remove branches from 12 oak trees, fell two oak trees and one spruce tree. The works will prevent branch or whole tree failure. Consent was granted subject to conditions:

1. Five working days' notice to be given to the Authority prior to the commencement of approved works.
2. All works are carried out in accordance with British Standard 3998:2010 Tree Work-Recommendations.
3. Replacement planting of two oak and one birch tree within the crown spread of the originals during the first planting season following felling.

Ref: 21/0068

9 Clobells, South Brent

SX 7003 5985

Application to reduce a field maple by 1m. The works will have minimal impact on the health and appearance of the tree. Consent was granted subject to conditions:

1. Five working days' notice to be given to the Authority prior to the commencement of approved works.
2. All works are carried out in accordance with British Standard 3998:2010 Tree Work-Recommendations.

SECTION 211 NOTICES

Teignbridge

Ref: 21/0066 The Green, Ashburton SX 7559 6979

Notification to Reduce a Liquid Amber. The works will have minimal impact on the health or appearance of the tree.

A Tree Preservation Order has not been made.

Ref: 21/0069 ST Michael's Church, Ilsington SX 7851 7618

Notification to reduce a beech tree overhanging a house. The works will prevent the tree damaging the thatch on the adjacent building.

A Tree Preservation Order has not been made.

Ref: 21/0070 Health Centre, Buckfastleigh SX 7368 6609

Notification to fell a birch and willow tree. The willow is dead and the birch is damaging an adjacent building.

A Tree Preservation Order has not been made.

Ref: 21/0071 New Park Cottage, Widecombe SX 7174 7661

Notification to fell three cypress trees. The trees are young and the felling will have minimal impact on the character of the Conservation Area.

A Tree Preservation Order has not been made.

BRIAN BEASLEY