

Section 1 Terms and conditions of Grant programme.**The KEY points:**

- You MUST NOT purchase any products/services before your application is approved or before the date of your Grant Offer letter. *(if the application is successful)*
- You MUST keep all documentation throughout this process safe and be able to provide it when requested until December 2033
- You CANNOT use any expenditure linked to this project which you wish to receive funding for via this programme for any other ERDF or other government/ public funded programme.
- If the project costs are less than what has been quoted and agreed within the offer letter *(assuming your application is successful)*, you must inform Blue Orchid Enterprise Solutions Ltd immediately and a recalculated amount of grant funding will be confirmed on a pro rata basis in this situation

Full details – Please read:**Programme Administration**

Blue Orchid Enterprise Solutions Ltd deliver the Growth and Grant programme and will subsequently be providing a match funded Grant programme which is funded under the European Regional Development Fund.

Programme Aim

The aim of the overall programme is to support business growth by helping with the cost of specialist support to implement an agreed action plan. Up to 35% of the total cost of a Project per business is available. The decision of the grant award will be considered heavily by how many full-time jobs *(i.e. FTE's)* lasting at least 12 months, will be created.

Overview of Grant

Eligible SME businesses will be able to apply for a match funded Grant of up to 35% towards eligible project costs, the remaining 60% will be funded directly by the SME, which will enable them to achieve Growth. Grants between £3,500 and £18,000 are available.

Criteria for Eligibility

- The funding must be used towards the costs of the overall project being funded.
- The business MUST be able to cover the full costs of the project upfront across 2 payments:
 - Payment 1: Start–half way through the project
 - Payment 2: On completion of the project
- The programme is open to any trading SME business in the Cheshire or Warrington LEP area that can demonstrate imminent Growth
- An SME under this programme is defined as one that has less than 250 employees, a turnover equivalent to less than EUR50m or an annual balance sheet total not exceeding EUR43 million, independently owned *(less than 25% owned by other independent business)*
- The business can demonstrate how job creation, increase in turnover or new products/services to market will be achieved following the Grant Award
- The business will source 3 independent quotes for all services work carried out for all eligible project costs to ensure value for money is demonstrable
- Any financial transactions must be completed through business bank accounts only
- Blue Orchid Enterprise Solutions Ltd reserves the right to reject quotations of expenditure following due diligence and monitoring/management of the public purse exercise
- The business must give consent to be involved in publicity of the overall programme where required
- The business must agree to take part in any monitoring and produce relevant information/documentation as requested throughout the process
- You CANNOT use any expenditure linked to this project which you wish to receive funding for via this programme for any other ERDF or other government/ public funded programme.

Eligible Expenditure

Eligible expenditure can be defined as expenditure where the benefits last more than 12 months and can generally include website construction/ consultancy, software development, consultancy towards ISO standards, specialist business advice/ coaching. However, the Blue Orchid Enterprise Solutions Ltd will confirm exact eligible expenditure with you during the application process.

The Grant may not be used for *(This is NOT an exhaustive list)*:

- Any capital expenditure
- Recurring revenue costs (*including salaries, stock, rent utility charges, subscriptions*)
- Repaying existing loans or debt
- Building work
- Software licenses or replacing of existing systems – (*i.e. one for one replacements*)
- Replacement/standard update of website
- The reimbursement of goods/services purchased prior to the date of a Grant Offer letter
- Solicitor fees
- Consumables
- Road vehicles
- Activities that may bring Blue Orchid Enterprise Solutions Ltd and its funding partners into disrepute
- Any costs associated with statutory requirements – *e.g., registering with statutory bodies such as the ICO*

Procurement Guidelines for expenditure

3 competitive quotations will be required for all items of expenditure. It is not permitted for businesses to receive quotes and consequently use the Grant against items supplied by companies that they own or companies that have the same majority shareholding as the applicant business.

The Blue Orchid Enterprise Solutions Ltd team will provide you with Procurement guidelines which follow ERDF rules with regards to procurement. These guidelines will include a specification template and scoring matrix which must be fully completed, signed off and approved before any work can commence.

Availability of the Grant

All Grants are made at the discretion of Blue Orchid Enterprise Solutions Ltd and are subject to the availability of funding. Applications will be assessed on both the economic impact of the Grant as well as a “First come, first served” basis. All grants are of a time limited nature and must be completed within an agreed time frame which will be confirmed with the grant offer letter.

Assessing the Application

Completed applications will be assessed for eligibility and the extent to which they meet the aims of the programme. One of 3 decisions at this stage will be made:

- Offer of a grant
- Request for further information from the applying SME
- Rejection of the application

Each application will be judged on its own merits with regard to how well it meets the programmes aims, eligibility criteria and its ability to be implemented within the set timescales. Preference will be given to those applicants that show a clear example of how the funded project will lead to job creation, new products and/or an increase in company turnover. This is a 2 stage process. If you are invited to the 2nd stage of the application process you will be offered support with the procurement of any goods or services you wish to purchase.

Decision of the Application

Notification of the decision on the application will be in writing to the business. An offer of a grant will be made via a grant offer letter. This letter will specify:

- The eligible expenditure
- The maximum amount of Grant awarded
- The date by which the expenditure should be completed (*receipted invoices should be collected and provided to Blue Orchid Enterprise Solutions Ltd on request*)

The decision of Blue Orchid Enterprise Solutions Ltd Grant panel is final. It reserves the right to vary the level of grant or reject an application.

The Offer of Grant

An offer of grant must be accepted within 14 days of the date of the grant offer letter by the business returning a signed copy. After this date the offer will be automatically withdrawn. The business will then have to re-apply if they still wish to proceed.

The Grant Aided Expenditure

- The grant is not retrospective and therefore cannot be used for the reimbursement of goods/services already purchased before the date of the Grant Offer



Blue Orchid Enterprise Solutions Ltd & Grant service Grant Terms & Conditions

- The grant cannot be used for any other expenditure other than the project outlined in the application and as agreed in the grant offer letter.
- Blue Orchid Enterprise Solutions Ltd must be notified immediately of any requested variations to the agreed offer and before any variation to the application takes place
- Variations to the agreement must be approved in writing prior to the amended project commencing. Blue Orchid Enterprise Solutions Ltd reserves the right to refuse any requested variations.
- Approved projects must be completed by the date specified in the Grant Offer letter unless agreed otherwise with Blue Orchid Enterprise Solutions Ltd. The business must inform Blue Orchid Enterprise Solutions Ltd if the deadline cannot be met. Blue Orchid Enterprise Solutions Ltd will then consider the most appropriate action but is under no obligation to alter the conditions in the original agreement and therefore has no obligation to offer assistance for works undertaken after the original deadline date.

Payment of the Grant

All approved Projects must adhere to a 2/3-stage payment model with their chosen supplier to be able to access their full amount of grant funding.

What	Value	When
Payment 1	A minimum of 33% of the overall project value	At start of project or 1/3 of the way through
Payment 2/3	The balance/ part of balance of the overall project value	Mid-way through project/ at the end of your project

- Grants are discretionary and Blue Orchid Enterprise Solutions Ltd reserves the right to withhold payment of the grant in whole or part if any condition of the grant offer has been breached.
- The business must inform Blue Orchid Enterprise Solutions Ltd upon completion of the expenditure to which the grant relates
- The business must submit a claim for the grant assistance within 2 weeks of the target date as stated in the grant offer which includes a copy of copies of receipted invoices for the work conducted and a copy of the company's bank statement showing the full payment of the costs of the project to the supplier.
- Payment of the Grant will be subject to the business having satisfactorily completed and provided all relevant documentation which has complied with all the terms and conditions of the programme.
- If the actual costs are less than those outlined in the Grant Offer letter, payment will be restricted to the actual amount in accordance with the receipted invoices and subject to the 60% cash matched contribution.
- If the actual costs exceed the maximum Grant awarded as agreed in the Grant Offer letter, Blue Orchid Enterprise Solutions Ltd is not obliged to increase the grant amount.
- Payment of the grant will be made into the businesses bank account (or "trading as" account) via BAC's
- The business is responsible for full payment of the VAT

Payment Schedule

All claims forms will be processed and paid according to the following guidelines. There will be no exceptions to the following timescales/ deadlines. The following dates relate to the successful receipt of all requested evidence as per the Grant claim form.

Month	Claim Submission Deadlines	Next Payment date
Jun-18	15th June 2018	22nd June 2018
Sep-18	14th September 2018	28 th September 2018
Dec-18	7th December 2018	14th December 2018
Mar-19	15th March 2019	22nd March 2019
Jun-19	14th June 2019	21st June 2019
Sep-19	14th September 2018	20th September 2019
Dec-19	9th December 2019	21 st December 2019



VAT

Businesses VAT registered, will have their grant assessed on the net cost of eligible projects i.e. excluding VAT. If the business is unsure whether they are or not VAT registered then they must seek advice from HM Revenue & Customs.

Liability of Blue Orchid Enterprise Solutions Ltd

Blue Orchid Enterprise Solutions Ltd and its officers/staff shall not at any time be held liable to any person or business in relation to any loss or damage arising, either directly or indirectly, as a result of compliance by the business with these terms and conditions of grant. Award of the grant does not imply that Blue Orchid Enterprise Solutions Ltd is expressing a view regarding the business or its products/services nor that it accepts responsibility for any debts, or liabilities incurred by the business.

State-Aid

Under EC Regulation 1998/2006 (de Minimis Aid Regulation) as published in the Official Journal of the European Union 28 December 2006, the grant provided is a de minimis aid. Blue Orchid Enterprise Solutions Ltd will provide you with a formal notification of the Value of De Minimis aid provided. You must retain this statement for 3 years and notify the provider of any future support that you access, of the full value of support you have received from this programme. **The value of support for a Grant will be the value of the grant approved + the 6-hour Grant Facilitation cost of £600.**

Businesses audit requirements

If awarded a grant towards eligible project costs, the benefiting business must retain documents relating to their grant until the 31st of December 2033 which includes:

- Grant Offer letter
- Copies of the 3 quotes for the services you have purchased
- Copies of the appraisal process of the 3 quotes to select your winning quote which demonstrates value for money
- The agreement between your business and the supplier of services you have purchased which details the type of support given, timescales and total cost including VAT
- The invoices from the supplier of services to the business
- A copy of your business bank statement showing receipt of the ERDF grant

Repayment of the Grant

Blue Orchid Enterprise Solutions Ltd reserves the right to recover all or part of the grant it has provided if:

- The business is found to have improperly tried to influence the decision of any officer/staff member with regards to the award of the grant
- The business is sold or ceases to trade for whatever reason within a 6-month period from receipt of the grant
- The business relocates outside of the Cheshire or Warrington LEP area within a 6-month period from receipt of the grant
- Any information provided in the application form or other correspondence is found to be substantially incorrect, misleading, incomplete or altered
- The business fails to comply with any of the terms and conditions of this programme.
- If the project costs are less than what has been quoted and agreed within the offer letter (*assuming your application is successful*), you must inform Blue Orchid Enterprise Solutions Ltd immediately and a recalculated amount of grant funding will be confirmed on a pro rata basis in this situation

General Data Protection Regulation

Blue Orchid Enterprise Solutions Ltd operates the Cheshire and Warrington Growth and Grant Programme on behalf of the funding organisations Department of Business, Energy & Industrial Strategy, Cheshire & Warrington LEP and the European Regional Development Fund. Under instruction from the funding organisation(s) we are required to retain your company data for period of 15 years and to make this data available to the funders when requested to;

- Monitor and assess Blue Orchids delivery of the service
- Conduct data analysis on the users of this service to support the development of new services
- Maintain fraud prevention
- Contact you in the delivery of project services
- and where previously agreed to facilitate referral to organisations delivering associated publicly funded business support services.



We will not disclose your company data to any company or organisation not involved in the funding and administration of Cheshire and Warrington Growth and Grant Programme.

For further information on how your information is used, how we maintain the security of your information, and your rights to access information we hold on you, please contact [PRIVACY WEBPAGE](#).

