

PSDS Phase 3b T&Cs, amends

Clause	Updated wording	Summary of change	Date of change
Public Sector Body Definition	Public Sector Body: any body within England who undertakes tasks paid for wholly or partly by public funds and that is a 'contracting authority' as defined by the Public Contracts Regulations 2015, including (without limitation) any government department or authority, any non-departmental government body, any local and public authority, emergency service, institution of further and higher education, maintained school within the state education system, academy, multi-academy trust, free school, nursery school maintained by a local authority and any NHS Trust or Foundation Trust, but specifically excluding public corporations, private companies, social housing, and charities that are not non departmental public bodies.	Addition of "and that is a 'contracting authority' as defined by the Public Contracts Regulations 2015" and "but specifically excluding public corporations, private companies, social housing, and charities that are not non departmental public bodies."	04/10/2022
3.1	Subject to Clause 17 of these Terms and Conditions, Salix shall pay an amount not exceeding the Grant awarded in each financial year to the Recipient in instalments in the amounts and on the Payment Dates set out in the Project Programme. subject to:	Addition of "awarded in each financial year"	04/10/2022
3.1.2	the Evidence of Need demonstrating that the Eligible Expenditure was incurred in the financial year it is being claimed.	Addition of new clause	04/10/2022
3.1.4	Salix receiving a completed Payment Request signed by the Accountable Officer on behalf of the Recipient no later than 21 Business Days before the proposed Payment Date:	Amendment from 15 to 21 days	11/11/2022
3.5	In the event of any overspend by the Recipient in its delivery of the Project outside of the sums set out in the Project Programme, or awarded in each financial year, the amount of such overspend shall be met by the Recipient from its own funds unless Salix, in its absolute discretion:	Addition of "or awarded in each financial year"	04/10/2022
6.3	The Accountable Officer will be responsible for ensuring all members of a consortium comply with the terms set out in schedule 8 of the Grant Offer Letter.	Addition of new clause	04/10/2022
6.4.6	be responsible for informing Salix with immediate effect, in the event of long absence or leaving the organisation, by providing the name and contact information for the delegated authority or a replacement Accountable Officer respectively.	Addition of new clause	04/10/2022
7.1.1	not to use the Grant otherwise than in respect of the Project, not to use the Grant in a way that does not comply with subsidy control rules in the United Kingdom (where relevant – refer Clause 10),to subsidise any economic activity, and, in particular, not to use the Grant to generate revenue or capital gain, or to make any of the payments set out in Clause 5.3;	Addition of "in a way that does not comply with subsidy control rules in the United Kingdom (where relevant – refer Clause 10)" and deletion of "to subsidise any economic activity"	04/10/2022
7.1.2	that it will contribute funding equivalent to the like for like costs of either the equivalent of replacing the fossil fuel system or 12% of total project costs, whichever is greater, in compliance with the Phase 3b scheme criteria and any other costs identified outside the Grant that are submitted as part of the Grant Application and awarded Grant; The like-for-like cost of replacing the fossil fuel heating system is defined as all the costs incurred should the existing heating system be replaced with a typical fossil fuel heating system of the required type and size;	Addition of new clause	04/10/2022
7.1.3	that it will respond fully, promptly and truthfully (to the best of its knowledge) to any enquiries that Salix may make about the Project and/or use of the Grant within 10 working days of receipt;	Addition of "within 10 working days of receipt"	04/10/2022
7.1.16	that if during the Grant Period the Practical Completion is expected to occur after the Grant End Date, that the costs incurred after the Grant End Date shall be met by the Recipient from its own funds, with written consent from Salix.	Addition of new clause	04/10/2022

7.1.17	that it will comply with any Specific Conditions; that it will provide Salix the evidence requested to resolve the Specific Conditions in the time specified set out in Schedule 2	Addition of "that it will provide Salix the evidence requested to resolve the Specific Conditions in the time specified set out in Schedule 2."	04/10/2022
8.3	The Recipient shall ensure that all its sub-contractors and, where relevant, consortium members retain each record, item of data and document relating to the Project for a period of at least six years from the Grant End Date.	Additional of "and, where relevant, consortium members"	04/10/2022
9.6	The Recipient shall on request provide Salix and/or the Secretary of State with such further information, explanations and documents as Salix may reasonably require in order for it to establish that the Grant has been used properly in accordance with the Agreement.	Addition of "and/or the Secretary of State"	04/10/2022
9.7	The Recipient shall permit any person authorised by Salix and/or the Secretary of State such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of the Agreement and shall, if so required, provide appropriate oral or written explanations from them.	Addition of "and/or the Secretary of State"	04/10/2022
10.3	The Recipient acknowledges and represents to the Secretary of State and Salix that the Grant is being awarded on the basis that the Project, and related work being undertaken using the Grant, do not affect trade in goods and electricity between Northern Ireland and shall ensure that the Grant is not used in way that affects any such trade.	Deletion of "and the European Union"	04/10/2022
10.4	The Grant is awarded on the basis that, in respect of any economic activity delivered in connection with the Grant, it is outside the scope of the Trade and Cooperation Agreement by virtue of Article 364(4) of that Agreement and is subject to the conditions set out in Schedule 9 and will be conditional upon the receipt by Salix of the declaration form in Schedule 9 – the Small Amounts of Funding Exemption. OR The Recipient acknowledges and accepts that the Grant is awarded on the basis that the activities being undertaken to deliver the Project are, and will remain, non-economic activities. The Recipient shall ensure that measures are taken (where necessary), and maintained, to ensure that the Grant is not used to	Addition of new clause depending on whether the Grant Recipients bid includes economic activity or not.	04/10/2022
17.1.12	in the sole opinion of Salix, the Grant has been used for illegal state aid/subsidy;	Addition of "/subsidy"	04/10/2022
17.1.13	in the sole opinion of His Majesty's Revenue & Customs, the Recipient engages in tax evasion or aggressive tax avoidance;	Addition of "His" and deletion of "Her"	04/10/2022
17.1.17	the Recipient fails to comply with the Agreement and fails to rectify any such failure within 30 days of receiving written notice detailing the failure; or Salix gives at least two months' notice in writing to the Recipient.	Addition of new clause	04/10/2022
17.1.18	the Recipient will provide Salix the evidence requested to resolve the Specific Conditions in the time specified set out in Schedule 2;	Addition of new clause	04/10/2022
17.1.19	the Recipient fails to provide accurate forecasts for their payments to Salix, in their monthly monitoring report, or regularly provide a forecast which differs substantially from the payment request submitted therefore hindering Salix from submitting accurate payment forecasts to BEIS.	Addition of new clause	04/10/2022