

## **Grant for United Irish visitor centre and ancillary projects**

- 1. It was reported in the press in the summer of 2020 that the Northern Ireland Housing Executive had committed £5,000 to a feasibility study in relation to a proposal by the United Irish Historical Society for a United Irish visitor centre and ancillary projects. I am writing to request a copy of all the documentation relating to this grant.**

Below is the documentation held by the Housing Executive which can be released under the FOI Act. Please note that some information has been withheld as it is considered exempt from disclosure on the basis of:

- a) Section 41 (1) information provided in confidence, as disclosure would constitute an actionable breach of confidence. The circumstances in which the information was obtained make it reasonable to expect that it would be held in confidence;
  - b) Section 43 (2) likely to prejudice the commercial interests of the third parties involved and that in all the circumstances of the request the public interest favours maintaining the exemption. Further details outlined in Appendix One; and
  - c) Personal information has been redacted due to being exempt under FOI Act Section 40 (2) – Personal Information of a third party and disclosure would contravene data protection principle (a) in Article 5 of the UK GDPR.
- Letter of Offer
  - Email acceptance of LOO

- 2. Was the grant was paid, who carried out the feasibility study, and did the NIHE receive a copy of the study**

- Yes, the grant was paid – two instalments totalling £4,995.00
- Copious Consulting carried out the feasibility study
- The Housing Executive received a copy of the feasibility study but considers that this is exempt under FOI Act Section 43(2) which exempts information from disclosure which would, or would be likely to, prejudice the commercial interests of any legal person (an individual, a company, the public authority itself or any other legal entity). Further details outlined in Appendix One.

Failte Feirste Thiar

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20 August 2020

Dear [REDACTED],

**CONDITIONAL OFFER OF FUNDING TO: *Failte Feirste Thiar – ‘United Irishmen Society Feasibility Study’***

I am pleased to inform you that the Northern Ireland Housing Executive (“the Housing Executive”) has decided to make ***Failte Feirste Thiar*** (“The Organisation”) an offer of financial assistance as set out below.

The maximum amount of funding will be **£4,950.00** from **01 September 2020 – 30 November 2020**

**Please be advised that all invoicing relating to this agreed funded project must be submitted to your Good Relations Officer by 30 November 2020. Late requests for payment will be outside the agreed terms of this funded programme and will not be paid.**

This Funding is subject to:

- The terms and conditions outlined in this letter
- The organisation progressing satisfactorily towards achieving the aims and objectives outlined in your application form. This will be determined through the arrangement outlined in the following pages.
- Monitoring forms (where applicable) must be completed and returned according to the schedule set out within the attached Terms & Conditions
- Post project evaluation including attendance sheets, participant evaluations, PR and photographs must be provided on completion of project
- Any underspend that occurs in the funding amount awarded must be returned
- See Page 6 for specific conditions relating to your approved funding.
- The letter of offer incorporates your media agreement

Failure to meet the requirements and timetable of the proposed project may deem the Group to have not made sufficient progress towards their stated outcomes and result in the withholding/withdrawal of funding within the 2020/21 period.

Please confirm acceptance of this funding within the next 28 days by signing and returning one copy to your Good Relations Officer

In return for this assistance it is understood that the Organisation will provide support services in relation to Community Cohesion as detailed below:

The Agreement shall be subject to the conditions set out in this document as have been specified by the Housing Executive. The funding will be paid direct to supplier/s as per quotations template & quotations supplied or (in exceptional circumstances only and with prior approval of the cohesion manager directly to the Group). The Housing Executive cannot transfer monies into a personal account.

Yours sincerely

[Redacted signature]

[Redacted name]

**Neighbourhood & Cohesion Manager**

## Conditions for the Provision of Assistance

### General

1. The funding shall be used only for the purpose of furthering the aims and objectives of the project as defined in the application and which the Housing Executive has agreed to fund. The Organisation must inform the Housing Executive of any relevant events such as change in circumstances or incidents involving the misuse of funds which occur. The assistance must not be used for any other purpose.
2. In exceptional circumstances where funding has been paid directly to the Group, the Group must advise the Housing Executive of any underspend in the funded project. This underspend must be returned within 10 working days after the project has completed.
3. The Organisation accepts and will be bound by any conditions which have been applied to the assistance by the Housing Executive.
4. **No changes may be made in the aims, scope, design or methods of the project as defined in the application and quotation template and which the Housing Executive has agreed to fund.**
5. The Organisation must inform the Housing Executive immediately if any application made for funding for the same project from an alternative funding source. *(If this occurs and is not disclosed it will be considered as fraudulent.)*

### Financial

6. The Organisation should have taken reasonable steps to obtain Value for Money when it acquires goods and services in connection with the project by obtaining quotations or applying competitive tendering unless there are overwhelming reasons why this would be inappropriate

### Exceptional Circumstances Only

7. Claims for the funding to the extent that they relate to expenditure by the Organisation on equipment, goods and services may, upon request of the Housing Executive, be accompanied by original receipts or paid invoices identifying such equipment or goods by reference to model or serial number or such other evidence as is acceptable to the Department for such expenditure.
8. If a supplier, due to unforeseen circumstances is unable to provide the previously agreed service then the Cohesion Manager will need to be contacted to agree any late amendments.

**NB** The only exception to supplying original receipts with the Claim for Payment is where it has already been agreed with the Cohesion Personnel that vouching

will be carried out during verification visits.

9. The Housing Executive will require proof that the assistance has been used in the manner agreed with the Organisation, e.g. attendance sheets, participant evaluation, post project evaluation, photos & PR as and when deemed appropriate by the Housing Executive. Such information must be held available for inspection for a period of at least 6 years.

## **Payments**

10. Payments will be made as per agreement with your Cohesion Personnel into the bank account of the recipient commencing in April 2020.

The Housing Executive will not be liable for any delay in payment resulting from the late submission of required documentation as listed in point 8.

10. The Organisation shall permit the Housing Executive and the external auditor, or nominees access to its records and to any of its offices or buildings for the duration of the funding.

## **Liability**

11. The Housing Executive accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of the work of the Organisation. Any commitments incurred before this agreement is made or any commitment incurred in excess of the approved budget shall be the responsibility of the Organisation.
12. The Organisation is responsible for obtaining any insurance such as employer's and public liability necessary to the carrying out of the projects aims and objectives
13. The organisation is responsible for providing, child protection & vulnerable adults policy where applicable

## **Withdrawal of Funding**

14. If the Organisation is in breach of any obligation contained in this letter the Housing Executive is entitled to.
  - (1) Repayment of all or any part of the funding payments upon written demand to the Organisation.
  - (2) Withhold any further or remaining funding payments upon written notice to the Organisation.
15. It will be the responsibility of the Organisation to take whatever action is necessary to minimise the risk of fraud and to notify the Housing Executive immediately of any instances of attempted, suspected or proven fraud. Following a Housing Executive investigation all instances of suspected fraud will be reported

to the Police and criminal proceedings may be instigated if deemed appropriate.

16. It will be the responsibility of the Organisation to ensure that all documents submitted, are truthful, accurate and not altered or amended in any way from their original form. When such documents have been found not to be truthful or accurate or have been altered or amended from their original form, the award will be deemed void and any payments made may be recovered from the Organisation in whole or in part

## **Covid 19**

17. Programmes should only be delivered in line with government guidelines in relation to COVID-19 and social distancing. A range of up to date advice can be found at [www.nidirect.gov.uk](http://www.nidirect.gov.uk)
18. Groups should adhere to Government Guidance in relation to Covid-19 and work to the new volunteer guidelines as detailed in the link below: <https://www.volunteernow.co.uk/app/uploads/2020/06/Volunteer-Guidelines-When-Volunteering-Covid-19.pdf>

## Special Terms and Conditions of Funding

In addition to the standard terms and condition contained in this letter, the following special conditions will apply and be binding upon the grant recipient organisation.

**Payment will be subject to approval of the agreed Programme.**

### Good Relations Outcomes:

- The new facility and associated services will contribute to a more stable, safer and cohesive neighbourhood as it enhances employment and volunteering opportunities, enhancing its socio-economic standing.
- The FFT would work in partnership with local community groups and stakeholders to provide access to shared services and facilities and promoting a sense of community to a divided society.
- It will provide facilities and services that accommodate a transition process that will reduce the negative influences displayed by some groups in the area, responding to the needs of people in danger as a result of community conflict. The story of the United Irishmen is one that can be shared by all community backgrounds.

### Terms of Payment:

#### **SUPPLIER:**

**All suppliers must submit their invoice(s) & bank details to the Good Relations Officer no later than... 30 November 2020.**

## PART 2 MEDIA AGREEMENT

### Northern Ireland Housing Executive Funding of Outside Bodies Service Level Agreement on Media Liaison and Handling Protocol between the Housing Executive and *Failte Feirste Thiar*

To cover the period **01 September 2020 – 30 November 2020**

#### Publicity

- All funded bodies must inform the Housing Executive of events, launches, media announcements etc. connected to projects funded or part funded by the Housing Executive
- There should be a good lead in period on notification and there should be regular exchanging of information between the Housing Executive and funded bodies. This is in order to maximize publicity, allow for joint communication initiatives (where appropriate) and avoid clashes of events, announcements etc.
- When using Housing Executive logos etc, the organisation's branding guidelines should be adhered to: [www.nihe.gov.uk/branding\\_guidelines](http://www.nihe.gov.uk/branding_guidelines)
- All draft press releases, social media posts and notification of events and launches must be forwarded by e mail to the good relations officer, who will liaise with the Communications Department.

#### Launches, Press Releases, Events

- Funded bodies to advise of proposed dates to allow the Housing Executive to consider their involvement relating to representation, public relations and media requirements. This should be done at least 2 weeks in advance.

**Your contact is:**

**GRO:** [REDACTED]

**Email:** [REDACTED]

**Phone Number:** [REDACTED]

- Event schedules to be agreed in advance with the Housing Executive.
- **Draft** press releases and planned social media should be shared with the Housing Executive in advance to enable consideration of contributing quote.
- **Final** press releases to be forwarded to the Housing Executive **in advance** of distribution.
- **All** press releases on Housing Executive funded (or part funded) projects will include details on total funding to the organisation provided by NIHE and relevant Housing Executive programme details (e.g. Supporting People, Community Safety etc.). It should also include Housing Executive's press officer's name and telephone number.



- The Housing Executive and funded bodies will inform each other during and out of office hours (after 5.00pm via the Housing Executive Emergency Services Tel. 03448 920 900) of any potentially damaging media interest and agree appropriate response
- Individual groups are responsible for ensuring that consent has been obtained and adequate notification is in place, for any photographs taken at launches, press releases and events to be used in other Housing Executive and Supporting Communities publicity campaigns.

### **Declaration**

I refer to the Conditional Offer of Funding from the Housing Executive I hereby confirm acceptance of on behalf of *Failte Feirste Thiar* and I further confirm that I read, understood and accept the Conditions for the Provision of Assistance (Part 1 and 2) attached to that offer setting out the basis on which the funding assistance is to be provided as witnessed by my acceptance via email:

Signed: 

Name: 

On Behalf of: **Housing Executive**

Date: 20/08/20

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** FW: Fáilte Feirste Thiar Application  
**Date:** 25 August 2020 09:11:45  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)

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Hi [REDACTED],

Please find below response from Fáilte Feirste Thiar to their offer letter.

Many thanks

[REDACTED]

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**From:** [REDACTED]  
**Sent:** 21 August 2020 15:14  
**To:** [REDACTED]  
**Subject:** RE: Fáilte Feirste Thiar Application

Hi [REDACTED],

See below:

I [REDACTED] on behalf of Fáilte Feirste Thiar can confirm that we have read, understood and accept the conditions as detailed in the attached Letter of Offer.

Look forward to moving the project on.

Cheers

[REDACTED]

Kindest regards,

[REDACTED] | Director

Fáilte Feirste Thiar

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

T - [REDACTED]  
E - [REDACTED]  
M - [REDACTED]  
W – [www.visitwestbelfast.com](http://www.visitwestbelfast.com)

@FailteFeirste / [REDACTED]

 @VisitWestBelfast

signature 2

