**St Helens Borough Council**

**Grants & Commissions**

**Reside\* Creative Commissions**

Opportunity No. 1

**Celebrating St Helens Borough’s Amazing Groups, Culture and Ideas**

**St Helens Borough of Culture Arts and Heritage Grants and Commission opportunities**

To celebrate St Helens Borough of Culture 2023, St Helens Borough Council will award a number of grants and commissions for arts and heritage projects for groups and individuals through 4 different routes as outlined below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Opportunity number** | **Award** | **Open to:** | **Funded by:** | **Award Range**  | **Deadline for applications** |
| **1** | **Reside\* Creative Commissions** | Individual artists/creatives of any discipline (e.g. living in, working in or connected to St Helens Borough | **Arts Council England National Portfolio Organisation funding for St Helens Library Service**  | **£150 up to £1,000** | **20th March 2023** |
| **2** | **Creative Underground: Community Grants (Heritage grants)** | Applications can be accepted from a wide range of organisations including voluntary/community constituted groups/organisations, registered charities, social enterprises, Community Interest Companies (please note, CIC’s must have been running for a minimum of two years and we can consider CICs limited by guarantee but not those limited by shares). Other not-for-profit organisations might also be eligible.  | **National Lottery Heritage Fund and Liverpool City region Combined Authority****(thanks to National Lottery Players)** | **£500 up to £4,000** | **17th April 2023** |
| **3**  | **St Helens Borough of Culture Open Grants (arts and heritage)** | Individuals or groups | **UK Shared Prosperity Fund: Culture Strand**  | **£200 up to £2,500** | **1st May 2023** |
| **4**  | **Harry and Mavis Pilkington Foundation Fund Grants**  | Constituted Groups  | **Harry and Mavis Pilkington Foundation Fund for Arts and Leisure**   | **£50 up to  £250**  | **5th June 2023**  |

**Opportunity Number 1**

**Reside\* Creative Commissions 2023**

**What are Reside\* 2023 Creative Commissions?**

Reside\* Creative Commissions is the 2023 Artist Commission programme funded through St Helens Library Service as part of its Cultural Hubs Arts in Libraries programme work as an Arts Council England National Portfolio Organisation.

Each year the Library Service funds a range of projects that bring cultural activities and events into St Helens Borough, showcased within libraries. In 2023, St Helens is Liverpool City Region Borough of Culture and as part of the 2023 programme, it can fund creatives/artists (working in any visual, performing, creative writing or other art form) to create a new piece of work to be produced during St Helens Borough of Culture year.

**Where will the commissioned work be showcased?**

During 2023 the projects created can be showcased anywhere across St Helens Borough, as relevant to the project idea and do not need to necessarily be showcased in a Library, although Library spaces will still be an option.

The commissioned work will be promoted as part of the St Helens Borough of Culture ***Reside\**** residency programme that will showcase artists who live in St Helens. There are many artists, performers, musicians, writers, photographers and makers living in St Helens who want to be part of the Borough of Culture celebrations. ***Reside\**** is a way for artists to develop and share the work they create and will ensure that each Creative Commission is profiled and celebrated during the Borough of Culture year 2023.

The ***Reside\**** programme will also offer developmental residential weekends, artist meetups and public sharings, which will be open to all artists/creatives in the Borough to attend.

**How will you be supported?**

Artists and creatives that are commissioned will be supported through the Artist Together programme (Cultural Hubs: Arts In Libraries’ artist development programme); receiving support and guidance through an Arts in Libraries Officer and/or a Creative Producer.

You can find out more about the Artists Together programme, delivered as part of the Cultural Hubs Arts in Libraries programme since 2018,at the following web-link: [Artists Together - St Helens Borough Council](https://www.sthelens.gov.uk/article/4340/Artists-Together)

**How much can I apply for?**

Commissions will range from £150 to £1,000.  There is no expectation to find match-funding, but you are encouraged to apply for additional funding if relevant.

**Am I eligible to apply?**

This programme is for artists, performers, musicians, writers, photographers and makers connected to St Helens Borough who want to be part of the Borough of Culture 2023 celebrations.

**Environmental Responsibility**

Commission recipients will be encouraged to consider any environmental impact the production of their piece of work might have and how this can be mitigated. For example, using local suppliers, car sharing etc.

**How do I apply for a *Reside\** Creative Commission?**

We welcome applications from anyone connected to St Helens Borough. We are particularly interested in hearing from people that may not have received funding for their creative practice before. If you have been successful in the past with a funding application to the Cultural Hubs: Arts in Libraries Creative Commissions, you are still welcome to apply, but your application should demonstrate a clear development or new direction in work from previous applications.

In order to help you shape your application, we recommend you contact one of our team ahead of submitting your proposal:

* Claire Weetman (claireweetman@hotmail.com) who runs the Artists Together programme.
* Jim Valentine-Burrows (jamesvalentine-burrows@sthelens.gov.uk), Arts in Libraries Officer

Please contact either Jim or Claire no later than Monday 13th March 2023.

**The application form must be submitted via email by Monday 20th March 2023 to:**

Natasha Painter, Library Support Officer. Email: natashapainter@sthelens.gov.uk

If you are unable to complete the application form, you can apply by video or audio. Please send a Dropbox folder link or similar to the email address above. Please keep this to a maximum of 8 minutes and include essential contact details (phone and email), name and address in the email.

**Commission assessment**:

Applications will be assessed by the following:

* Owen Hutchings (Senior Arts in Libraries Officer, St Helens Borough Council). Chair of the group
* William Renshaw (Library Operations and Archive Manager)
* Patrick Kirk-Smith (Director, Art in Liverpool CIC / Liverpool Independents Biennial)
* Mark Peachey (Artist and previous successful applicant)
* Gemma Ireland (Sports Development Officer)

**Payment of the Commission Award**

Payment of the commissioned award will depend on the amount awarded and may be made in instalments. You must not start your project until funding has been confirmed.

**Commission Acknowledgement**

All Commissioned recipients need to acknowledge that the Commission is thanks to Arts Council England and include their logo on any materials produced. You will also be required to include the following logos’: St Helens Borough of Culture, St Helens Borough Council, Liverpool City Region Combined Authority, Metro Mayor Liverpool City Region. You will be provided with all the relevant logos by the Creative Producer supporting you to deliver your project.

**Additional information:**

* Applications must be received **on Monday 20th March 2023:** Applications received after this time will not be accepted.
* Applicants must be aged over 16.
* If you have any access requirements that you might wish to discuss or would like this application form in a different language or large format, please contact jamesvalentine-burrows@sthelens.gov.uk
* We consider all applications on their merit, and value to artist & audience.
* Successful applicants do not need to live in St Helens but should be able to show how they are connected to the borough (i.e. work or study). Applications that ***cannot*** show a clear connection to St Helens will be automatically rejected.
* We want to increase the diversity of the creative practitioners that we support and encourage you to get in touch. Applicants will not be discriminated against based on their; education or employment status, ethnicity, race, gender, sexuality, nationality, disability, civil or marital status, pregnancy or maternal status, religion, belief or socio-economic background.

**Reside\* Creative Commissions 2023**

**Application Form**

|  |  |
| --- | --- |
| NamePronouns |   |
| Please provide contact details - ideally email and telephone number. |   |
| Please outline the idea you are interested in developing.(200 words max) |     |
| How would being part of Reside\* develop and support your arts practice?(200 words max) |     |
| How are you connected to St Helens borough?(100 words max) |    |
| Budget.Please provide costs, including your fee.Commissions are available to support projects between £150 and £1000 |     |
| Is there any other information you would like to provide that adds to your application?(100 words max) |   |
| Please provide up to 5 links of examples of previous work.  |   |

# Commissions Terms and Conditions

# In the Terms and Conditions the following terms mean:

Commission**:** the sum of to be paid to the Recipient in accordance with these Terms and Conditions as outlined in the Offer Letter.

End of Commission Date: as detailed in the Offer Letter

Offer Letter: the letter advising the Recipient of the award of the Commission which is to be signed and returned by the Recipient.

**Prohibited Act:** offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:

1. doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Commission or any other contract with the Council; or
2. showing or not showing favour or disfavour to any person in relation to the Commission or any other contract with the Council
3. entering into the Commission or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;
4. committing any offence under the Bribery Act 2010 or under any other legislation creating offences in respect of fraudulent acts; or at common law in respect of fraudulent acts in relation to the Commission or any other contract with the Council; or
5. defrauding or attempting to defraud or conspiring to defraud the Council.
6. **Awarding of the commissions.**

# 2.1 The Recipient shall accept and deliver the Commission in accordance with St Helens Borough Council’s Terms and Conditions as relevant to the project and any additional terms as specified below.

# St Helens Borough Council’s Terms and Conditions for Goods and Services can be found at the following link: [(Goods & Services T&C's June 2022 sthelens.gov.uk)](https://www.sthelens.gov.uk/media/2025/Standard-Terms-and-Conditions-for-Goods-and-Services/pdf/Standard_Terms_and_Conditions_Supply_and_Service_June_2022.pdf?m=637894976418170000) In the event of any conflict between the Terms and Conditions for Goods and Services and terms within this document, the terms in this document shall prevail.

# Payment

# The Council shall make payments for the contract as outlined in the Offer Letter.

* 1. The Recipient shall comply with such requirements as the Council may stipulate in order to record and monitor the funding and costs associated with the Project which will be notified to the Recipient prior to payment of the Commission.
	2. The amount of the Commission shall not be increased for any reason.
	3. The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Commission monies have been paid in error before all conditions attaching to the Commission have been complied with by the Recipient.
	4. The payment is inclusive on VAT.
	5. The recipient is responsible for their own tax and declaring the commission as appropriate.

# Accounts and records

# The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Contract.

# The Recipient shall keep all invoices, receipts, and accounts, and any other relevant documents, relating to the expenditure of the Commission for a period of at least six years following the day on which the final Commission payment is made. The Council shall have the right to review, at the Council's reasonable request, the Recipient's records that relate to the expenditure of the Commission.

# The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

# Monitoring and Reporting

# The Recipient shall on request provide the Council with such information, explanations and documents as the Council may reasonably require in order for it to establish that the commission has been used properly in accordance with these Terms and Conditions and to enable the Council to report as required to the funding body.

# Publicity

# The Recipient shall acknowledge Arts Council England as the source of funding in all publicity materials relating to the Project and shall act in accordance with all reasonable branding guidelines issued by the Council from time to time.

# The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council and/or Arts Council England.

# Warranties

* 1. In accepting the Commission and any payment of it, the Recipient represents and warrants that:
1. it has the resources and expertise necessary to deliver the Project and to comply with these Terms and Conditions;
2. it will comply with all relevant laws and safeguarding requirements relevant to the work including any requirement to ensure relevant DBS checks are obtained where the Project will involve working with vulnerable people.
3. it shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 as may from time to time be varied or any other law, enactment, order, or regulation relating to discrimination in employment.
4. it has disclosed in writing to the Council all information which would or might reasonably be thought to influence the Council’s decision to award the Commission and which might materially and adversely impact on the Recipient’s ability to deliver the Project.
5. the information and evidence in and relating to or disclosed to the Council in relation to the Commission and the Project, remain true, complete and accurate, and that it will advise the Council of any fact, matter or circumstance which would render any such information or evidence false or misleading.

# Limitation of liability

* 1. The Council’s liability under these Terms and Conditions is limited to payment of the Commission.
	2. The Recipient remains entirely responsible for its risks and liabilities in delivering the Project and the Council accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient delivering the Project, the Recipient’s use of the Commission or any reduction, withdrawal or repayment of the Commission.
	3. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project or the Recipient’s use of the Commission, the non- fulfilment of obligations of the Recipient under these Terms and Conditions or its obligations to third parties.
	4. The Recipient shall hold sufficient insurance to cover its potential liabilities and shall provide evidence of such insurance to the Council on request. Where specific insurance levels are required, these shall be outlined in the Offer Letter.
	5. The Council’s liability under these Terms and Conditions is limited to payment of the Commission.

# Data Protection

* 1. The Recipient and the Council shall (and shall procure that any staff or contractors involved in connection with the Project shall) comply with all applicable requirements and all of its obligations under the Data Protection Legislation, which arise in connection with these Terms and Conditions.

# Ownership of work

* 1. The copyright, intellectual property rights and ownership of any work created as part of the Commission remains with the Recipient.

# General

* 1. The Recipient may not, without the prior written consent of the Council, assign, novate, sub-contract or otherwise transfer the benefit and/or the burden of this Agreement.
	2. No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.
	3. This Agreement does not and is not intended to confer any contractual rights or benefits on any person for the purposes of the Contracts (Rights of Third Parties) Act 1999.
	4. Agreement shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party

# Law and jurisdiction

* 1. This Agreement shall be governed by and construed in accordance with the law of England, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.