

Community Transport Services Annual Grant Audit Program

APPENDIX C

Note Re
2015 Grant Agreements

FACT, HACT 2016 and 2017 and ESACT 2017

Sched 1 Reference

1/2. Does FACT provide a dial-a-ride service 5 days a week, namely Monday through to Friday, in the Fenland area, as described in the agreement Over how many years?

Y

5/6. Does Dial-a-Ride services operate on 5 full days a week, ...

Y

7. Obtain records of Concessionary Fares
Document the system for recording concessionary fares
Sample test the system over the period
Check claims for repayment from the Councils back to original documents
Members discounts - check these are offered in line with Council guidelines

No Anomalies

8. Ensure Dial a Ride schemes operates as preset timetables and not as a taxi service by reference to timetables

Y

10. Group hire services
Document the system for group hire services
Sample test the system over the period
For each financial year ensure Group hire services are only to voluntary and non-profit organisations in the Fenland area (based on the figures published in the financial accounts)

No Anomalies

11. Members meet the required eligibility criteria,i.e. that all passengers, through rural isolation and mobility difficulties, would have difficulty in accessing or using conventional means of transport.
Document the system for FACT which ensures members meet the above criteria
Test check a sample of payments over the above period
Test how drivers ensure that only members use the service
Document the system for fare receipts
Document how drivers know that non-members are not using the service
Test check a sample of fare receipts to the totals included in the financial accounts

See comments
Scope Item 4.3

14. Obtain or calculate the costs on an annual basis of Dial a Ride Services
Compare this to income received from membership, fares, concession payments and Group Hire
Show profit/loss on an annual basis and discuss with client (if a profit this subsidising of Contracts)
(refer to 9.6 and 9.7 of the Scope of the Report)

Scope item15

16. The Recipient shall ensure it complies at all times with the provisions of its Section 19 Permit.
Obtain all Section 19 permits
Document conditions of use
Document how the FACT ensures only passengers in the categories A to F are carried
How are conditions of fitness and roadworthy conditions met?
Document the system for recording driving licences - test check the system
Have the permits been used for hire or reward with a view to profit? **Martin how to test?**

Scope items 40 -45

Structure and Administration of the Recipient

17. Constitutional Control

In the Recipients constitutional document....Arrangements for membership, election of officers, discussion and recording of decisions must be clearly set out - check
Representative officers from the Council should be invited to all Management Committee meetings and Annual General Meetings ...in the capacity of independent advisers - check minutes

See comment
Y

18. Administrative and Financial Management

Check that FACT complies with all financial and accounting requirements of the Charity and/or Company Law
Document whether or not FACT follows good practice in relation to internal financial control
Check that the Council receives annual budgets and a 12-month Action Plan each year
Check that the funding used are only for the purposes set out in the Agreement

See comment
Small entity limited segregation of duties
See comment
See comment

8. Other provisions within the agreement to check are:
(reference is to Agreement paragraph reference)

- 2.1 Funding is only to be used for the specified purpose

See comment

- 2.3/2.4 the funding amounts to state aid (Commission Regulation 1407/2013) and the Recipient warrants that the grant funding and any other third party funding within the last three fiscal years does not exceed the de minimus limit (Euro 200,000).
(see scope of work 18)

Scope 18

Note 1

		<ul style="list-style-type: none"> 2.5 the Recipient has to inform the CCC of any other funding for the Community Transport Service, and the purpose of that funding. 	Y	Note 1
		<ul style="list-style-type: none"> 3.4 the Grant shall be paid into a separate bank account in the name of the Recipient which must be an ordinary business bank account. All cheques from the bank account must be signed by at least two individual representatives of the Recipient. 	No see comment	Note 1
		<ul style="list-style-type: none"> 4.1 the Grant shall be used....in accordance with and in compliance with the requirements set out in Schedule 1. 	See comment	Note 1
		<ul style="list-style-type: none"> 4.2 Where the Recipient has obtained funding from a third party in relation to its delivery of the Community Transport Services..the funding shall be included in the budget that is reported to the Council... 	See comment	Note 1
		<ul style="list-style-type: none"> 4.4 The Recipient shall not spend any part of the Grant on the delivery of the Community Transport Services after the Grant Period (one year from the 1st April). 	Scope 15	
		<ul style="list-style-type: none"> 5.2The Council will pay the Recipient for the dial-a-ride fares for those Members people living within the Fenland District Council boundary who are eligible for a concessionary bus pass. (NOTE ONLY) 		
		<ul style="list-style-type: none"> 6.1 The Grant shall be shown in the Recipient's accounts as restricted fund and shall not be included under general funds. 	See comment	Note 1
		<ul style="list-style-type: none"> 6.3 The Recipient shall keep all invoices..etc.. relating to the expenditure of the Grant for a period of at least six years... 	Y	Note 1
		<ul style="list-style-type: none"> 7.1 This provision requires the CTS to provide to the CCC – an annual budget and action plan; annual accounts; quarterly reports to include: 	See comment	
	i.	Total number of single passenger journeys undertaken		
	ii.	Total miles travelled		Note 1
	iii.	Revenue received from each service operates		Note 1
	iv.	A breakdown of numbers of individual and group members by parish		
	v.	Total number of group hire bookings, including total number of passengers carried, mileage and revenue received		Note 1
	vi.	Total number of unmet requests and journeys not operated		Note 1
	vii.	Third party funding		Note 1
		<ul style="list-style-type: none"> 7.9 on completion of the grant period the Recipient will provide the Council a final report 	See comment	Note 2
		<ul style="list-style-type: none"> 8.1 the Council will carry out an Annual Review (check with council also) 	See comment	
		<ul style="list-style-type: none"> 9.2 All individuals providing the services shall have advanced DbS checks 	Y	
		<ul style="list-style-type: none"> 19 The Recipient warrants it shall at all times comply with relevant legislation (see also relevant sections of scope) 	See relevant sections	Note 1
		<ul style="list-style-type: none"> 20 Insurance needed is – Public Liability of £10mn; Employer's Liability of £5mn; suitable motor insurance to cover the vehicles and staff used to provide the Community Transport Services. 	See comment	
Notes	1	Condition not included in the 2015 grant agreements or the 2016 ESACT grant agreement		
	2	No final report stated in the 2015 agreements but a para 6.2 and 7.1 calls for an Annual Review between FACT/HACT and CCC		