

## **Standard Terms and Conditions for COVID-19 emergency funding**

In these terms and conditions, The National Lottery Community Fund is referred to as “us” or “we”, and the organisation that is awarded a grant is referred to as “you”. We refer to the project, event or activity described in your application, or as otherwise agreed with us, as “the project”.

### **1. By accepting this grant, you agree to:**

- 1.1. hold the grant on trust for us and use it only for your project;
- 1.2. use the grant only for costs incurred after the date of your grant offer letter and only during the term of the project as agreed with us;
- 1.3. start your project and draw down the first instalment of the grant within six months of signing the grant offer letter, unless otherwise agreed with us;
- 1.4. provide us promptly with any information and reports including relevant monitoring information we require about the project and its impact on your community, both during and after the end of the project;
- 1.5. work with any third party we may contract with or appoint for the benefit of the project and/or this funding programme;
- 1.6. obtain our written consent before making any significant changes to your project or to the status, ownership or constitution of your organisation;
- 1.7. let us know promptly about any significant issues or delays with your project or any legal claim and/or investigation made or threatened against you, any member of your governing body, or any organisation, employee or volunteer working on the project;
- 1.8. act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us in relation to the programme or use of the grant;
- 1.9. advance equality of opportunities in line with the law and any guidelines issued by us;
- 1.10. if the grant is for a salary of a new post, advertise the vacancy externally unless otherwise agreed with us, and carry out a fair and open recruitment process in line with the law and any guidelines issued by us;
- 1.11. acknowledge National Lottery funding using our logo in accordance with the relevant guidelines for recognising your grant, which can be found on our website <https://www.tnlcommunityfund.org.uk/>;

- 1.12. hold the grant in a UK based bank or building society account which satisfies our requirements as set out in guidelines and requires at least two unrelated people to approve all transactions and withdrawals;
  - 1.13. treat the grant as restricted funds in your annual accounts using the reference “the National Lottery Community Fund” and the programme name “COVID-19 emergency funding” and if required by us, open a separate designated bank or building society account for each grant from us for the sole purpose of receiving and administering that grant;
  - 1.14. immediately return any part of the grant that is not used for your project or that has not been spent by the end of the project, as agreed with us;
  - 1.15. where your project involves working with children, or adults at risk, comply with our Guidance to Grant holders on Safeguarding the Vulnerable People We Support available on our [website](#) and carry out background checks for all employees, volunteers, trustees or contractors as required by law and good practice guidance from your regulator(s).
  - 1.16. have an appropriate written whistleblowing policy and procedure/s in place, ensure the policy and/or procedures are publicised internally and ensure that staff are trained on its principles and operation, review and update your whistleblowing policy and procedures at least every two years;
  - 1.17. comply with all applicable data protection legislation and, where appropriate, you will obtain the consent of your beneficiaries to enable us to receive and process their personal data and for us to contact them;
  - 1.18. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant such as original receipts and bank statements;
  - 1.19. allow us and/or the Comptroller and Auditor General reasonable access to relevant premises and systems to inspect the project and grant records;
  - 1.20. us publicising and sharing information about you and your project including your name and images of project activities. You hereby grant us a royalty free licence to reproduce and publish in any format any project information you give us. You will let us know when you provide the information if you don't have permission for it to be used for these purposes; and
  - 1.21. if your project is being delivered in Wales, enable people to engage in both Welsh and English, treating both languages equally. Welsh speakers must be able to access information and services in Welsh and all materials must be produced bilingually.
- 2. If any part of the grant is used to buy goods or services, or to buy or develop intellectual property, costing more than £10,000 you will:**

- 2.1. carry out a competitive tender for the goods and/or services and comply with UK and EU procurement rules if applicable to you;
  - 2.2. use assets purchased or enhanced using the grant only for the project and keep them safely, in good repair and condition and adequately insured for the life of the project and any subsequent asset monitoring period specified in the relevant guidelines;
  - 2.3. protect any intellectual property rights purchased or developed using the grant and not commercially exploit these rights without our prior written consent; and
  - 2.4. obtain our prior written consent for any disposal of assets purchased, developed or enhanced using the grant and if required, pay us a share of proceeds from such disposal.
3. **You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant and/or impose additional conditions in the following situations. You must let us know if any of these situations have occurred or are likely to occur.**
- 3.1. You use the grant in any way other than as approved by us or fail to comply with any of these terms and conditions, or any additional conditions set out in our grant offer to you.
  - 3.2. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the impacts agreed with us.
  - 3.3. You have match funding for the project withdrawn or receive duplicate funding for the same project costs as funded by the grant.
  - 3.4. You provide us with false or misleading information, either on application or after award of the grant, act dishonestly, or if you or anyone involved in the project or your organisation is under investigation by us, a regulatory body or the police.
  - 3.5. You do or fail to do anything that brings us or the National Lottery into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other grant we have given you.

3.6. You enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution or, in Scotland, have your organisation's estate sequestrated.

**4. You acknowledge that:**

4.1. by accepting this grant:

4.1.1. you confirm that the information in your application has been authorised by the governing body of your organisation;

4.1.2. your organisation is able to deliver the project described in your application; and

4.1.3. the grant is not consideration for any taxable supply for VAT purposes;

4.2. the grant is for your use only and you may not share or transfer the grant (or any part of it) to anyone else unless approved by us. If we agree to you sharing or transferring the grant, you are responsible for ensuring that your partners and other recipients of the grant accept and comply with these terms and conditions and follow any guidance issued by us. If they fail to do so, we may exercise our rights in clause 3, including to terminate the grant and require repayment. You must enter into a legally binding agreement, with anyone with whom you share the grant and provide us with a copy on request;

4.3. if any part of the grant is used to buy or build, refurbish, extend or alter buildings or land or to purchase or enhance vehicles or equipment you must comply with our additional capital grant conditions;

4.4. we will not increase the grant if you spend more than the agreed budget on your project and we can only guarantee the grant as long as the National Lottery continues to operate and we receive sufficient funds from it;

4.5. the grant comes from public funds and you will not use it in a way which constitutes unlawful state aid. If the grant is deemed to be unlawful state aid, you will repay the entire sum immediately. If you are concerned about state aid, you will seek independent legal advice;

- 4.6. we have no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law; and
- 4.7. these terms and conditions will continue to apply for (i) one year after payment of the last grant instalment; or (ii) until the project has been completed; or (iii) for as long as grant monies remain unspent; whichever is longer. Clauses 1.3, 1.4, 1.8, 1.11, 1.14, 1.19, 1.20, 1.21, 2.2, 2.3, 2.4, 4.5 and 4.6 shall survive expiry of these terms and conditions.