

Terms and Conditions for The West Midlands Mayor's Community Weekend

1. By submitting an application to The National Lottery Community Fund, the organisation named in the application (referred to as "you" in these Terms and Conditions) agrees, if awarded a grant, to:

- 1.1. hold the grant on trust for The National Lottery Community Fund (referred to as "we" or "us") and use it only for your project which must take place in the West Midlands before the end of the West Midland Mayor's Community Weekend on 1 July 2019, as described in your application or otherwise agreed with us, and only for expenditure incurred after the date of the grant award;
- 1.2. not use the grant for items which only benefit an individual, alcohol, political or religious activities, profit making or fundraising activities, general running costs, including repairs and maintenance;
- 1.3. provide us promptly with any information and reports we require about the project and its impact, both during and after the end of the project;
- 1.4. act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us about the project or use of the grant;
- 1.5. acknowledge National Lottery funding using the common lottery branding in accordance with the relevant brand guidelines;
- 1.6. where your project involves working with children, young people or vulnerable adults, adopt and implement an appropriate written safeguarding policy, obtain written consent from legal carers or guardians and carry out background checks for all employees, volunteers, trustees or contractors as required by law or our guidelines;
- 1.7. comply with data protection laws and obtain the consent of your beneficiaries for us and you to receive and process their personal information and contact them;
- 1.8. 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;
- 1.9. allow us and/or the Comptroller and Auditor General reasonable access to your premises and systems to inspect project and grant records; and
- 1.10. the National Lottery Community Fund 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 any project information you give us. You will let us know when you provide the information if you don't have permission for us to use it in this way.

2. Where you receive the grant onto a pre-paid card, you acknowledge that:

- 2.1. the pre-paid card must be used only for your project and in accordance with these Terms and Conditions;
- 2.2. the pre-paid card is not a credit card and will have no loan or advance credit facility;
- 2.3. you will only be able to make payments from the available balance on the pre-paid card;

- 2.4. you will receive your pre-paid card before 6 May 2019 and it will expire after the West Midland Mayor's Community Weekend on 1 July 2019;
- 2.5. any unused payment will be returned to and redeemed by The National Lottery Community Fund;
- 2.6. the pre-paid card can be used at point of sale, online, over the telephone or at an ATM;
- 2.7. there will be a charge of £1.05 per transaction to use the pre-paid card at an ATM;
- 2.8. the pre-paid card is non-transferable and must be used only by your named main contact; and
- 2.9. you must comply with the terms and conditions of the card issuer.

If you have any questions about your payment or a problem with the scheme or your support, please contact The National Lottery Community Fund via email at community.weekend@tnlcommunityfund.org.uk. If you have any problems with the pre-paid card, making payments, your pin or if your card is lost or stolen, you must contact *allpay* customer services.

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 in any of 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 & Conditions.
- 3.2. you fail to make good progress with your project or are unlikely in our view to complete the project or achieve the objectives agreed with us.
- 3.3. you 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 are under investigation by us, a regulatory body or the police, or if we consider for any other reason that public funds are at risk or you do anything to bring us or the National Lottery into disrepute.
- 3.5. 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 the grant is for your use only and we may require you to pay us a share of any proceeds from disposal of assets purchased or enhanced with the grant;
- 4.2 we will not increase the grant if you spend more than the agreed budget and we can only guarantee the grant as long as the National Lottery continues to operate and we receive sufficient funds from it;
- 4.3 the grant is not consideration for any taxable supply for VAT purposes;

- 4.4 we have no liability for any costs or consequences incurred by you or third parties that arise directly or indirectly from the project, nor from non-payment or withdrawal of the grant or the prepaid card, save to the extent required by law;
- 4.5 these Terms and Conditions will continue to apply for one year after the end of the Mayor's Community Weekend. Clauses 1.2, 1.4, 1.5, 1.8, 1.9, 1.10, 2.5 and 4.5 shall survive expiry of these Terms and Conditions; and
- 4.6 if the application and grant award are made electronically, the agreement between us shall be deemed to be in writing and your online acceptance of these Terms and Conditions shall be deemed to be a signature of that agreement.

The allpay prepaid card is issued by allpay Ltd pursuant to license by Mastercard International Incorporated. allpay Ltd is a company regulated by the Financial Conduct Authority (FRN 900539) for the issuance of electronic money. Head office and registered address: Fortis et Fides, Whitestone Business Park, Whitestone Hereford, Herefordshire, HR1 3SE (Company No 02933191). Mastercard is a registered trademark of Mastercard International Incorporated.