

Local Sustainability Fund - Standard Terms and Conditions of Grant

Definitions

“We” and “our” refer to the organisation receiving the grant bound by these terms and conditions. “You” and “your” means the Big Lottery Fund and includes your employees and those acting for you.

The “project” means the project that you are giving us the grant for as set out in our application form and any supporting documents, and/or as varied by the Grant Agreement.

The “Grant Agreement”, which we have accepted and signed, includes and incorporates these standard terms and conditions and the grant offer letter together with any other conditions we have agreed.

1. In general

- 1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.
- 1.2 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, age, gender or disability, and in compliance with relevant legislation.
- 1.3 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force.
- 1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

2. The project

- 2.1 We will get your written agreement before making any change to the project or to its name, aims, structure, delivery, outcomes, duration or ownership.
- 2.2 We will start the project immediately .
- 2.3 We will complete it no later than twelve months after the start date. .
- 2.4 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.
- 2.5 We will tell you immediately of any offer of funding for this project from anyone else at any time during the project.
- 2.6 If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you promptly.
- 2.7 We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support in any published documents or in any digital media that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.
- 2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- 2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always

true, accurate and up to date at the time it is given and remains true, accurate and up to date whilst the Grant Agreement remains in force.

- 2.10 In our management of all personal information we will meet the requirements of the Data Protection Act 1998. We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.
- 2.11 We agree to comply with all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice whilst the Grant Agreement remains in force. We will obtain all approvals and licences required by law or by you.
- 2.12 If our project involves work with children, young people or vulnerable adults (“vulnerable people”), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with vulnerable people. We will have and carry out an appropriate written policy and have a set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service.
- 2.13 If we are a charity, we will register with the Charity Commission, the Office of Scottish Charity Regulator or the Charity Commission for Northern Ireland if our income goes over their minimum exemption figure.
- 2.14 We will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

2.15 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

2.16 We will, if required by you and appropriate to the project, operate under the recommendations set out in your Welsh Language scheme and will take into consideration the linguistic needs of beneficiaries and the wider community in Wales and act accordingly.

3. Our organisation

3.1 We will get your written agreement before:

- Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members or shareholders and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members or shareholders; or
- Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you immediately if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing immediately of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland, HM Revenue & Customs or any other regulatory body.

3.4 We will be available for meetings with you and allow you or those acting for you or the National Audit Office full and free access to our records and any of our offices or buildings.

3.5 We will let you know when our governing body, management committee or board of directors falls below three unrelated members and will increase it to at least three unrelated people as soon as possible.

4. VAT

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.

4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.

4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies promptly when requested.

4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.

4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

5. Our annual report and accounts

5.1 We will acknowledge your grant in our annual reports and accounts covering the period of the project.

5.2 We will show your grant and related expenditure as a restricted fund under the description "Local Sustainability Fund Grant" in our

organisations annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.

5.3 We will send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document and in any event within ten months of the end of the financial year for each year in which grant payments are made. The accounts will be signed by a member of our management committee and externally audited or independently examined by a suitably qualified person if our annual income is over £10,000. We understand that if we are a statutory body, we are not required to send you our accounts. However, if you require to see them, we will send you our accounts, signed and audited as required by the appropriate regulations.

5.4 We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been spent. We will make these financial records available to you to look at and give you copies.

5.5 We will report regularly and fully to all members of our governing body on the financial position of our organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services or the employment of staff required to deliver the project.

6. Monitoring

6.1 We will monitor the progress of the project and complete regular reports as you require using the forms you send us.

- 6.2 We will send you any further information you may ask for about the project or about our organisation, and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.
- 6.3 We will complete a final report about the project using the form you send us. We understand that the grant monitoring is complete only after we have completed this report to your satisfaction.
- 6.4 We will inform you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.
- 6.5 We will inform you immediately in writing if there is to be any variation to or decrease in the project outcomes.

7. Grants for Salaries

- 7.1 We will ensure that we have legally compliant employment policies and procedures in place at all times. Our policies will reflect the requirement of equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in our organisation.
- 7.2 If the grant is for a salary of a new post, we will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). We will send you a copy of the text of every advertisement within a reasonable time before such advertising, which will be in accordance with all current best practice and will acknowledge that you are the funder of the post. This applies to any re-advertisement. We will keep the job description, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them. If we have an internal recruitment policy in place, you may waive the right to enforce this condition in writing at your discretion.

7.3 You will not pay grants for salaries until we have supplied you with the names of the staff to be employed, their salaries and their employment commencement date, and, if appropriate, employment termination date.

7.4 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the grant has ended. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

8. Grants for Assets and Services

8.1 If any part of the grant is used directly or indirectly to purchase or develop any intellectual property rights then we will take all necessary steps to protect such rights and we agree that we will not exploit such rights without your prior written consent. Exploitation includes use for any commercial purpose or any licence, sale, assignment, materials transfer or other transfer rights. We understand and accept that if you provide the consent it may be subject to conditions requiring us to repay or to share any money we receive.

8.2 We will keep all assets funded by the grant safely and in good repair and condition and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it as soon as reasonably practical.

9. Payment of grant

9.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant if you ask us to do so and will provide you with the bank or building society statements when asked.

- 9.2 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal. We will not use ATM's or debit cards to make cash withdrawals or payments from this account.
- 9.3 You will not be liable for any losses or costs (including, but not only, bank charges) if you do not make grant payments on the agreed date.
- 9.4 If you are not satisfied that we have met all the terms of our Grant Agreement, or you require extra information or documents, you may request this and may postpone payment of the grant until you decide that the terms are met or until you receive the information you want.

10. Length of Grant Agreement

- 10.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- For one year following the first payment of the grant.
 - As long as any part of the grant remains unspent.
 - Until we confirm the final monitoring is satisfactory and the grant is closed.
 - As long as we are in breach of any of the terms and conditions of the Grant Agreement (this includes any outstanding reporting on grant expenditure or project delivery).

11. We understand that

- 11.1 We accept that you may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.

- 11.2 You will not increase the grant if we spend more than the agreed budget.
- 11.3 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given to us). We understand that you accept no liability for any consequences, whether direct or indirect, that arise from a suspension even if the investigation finds no cause for concern.
- 11.4 You may withhold or demand repayment of all or part of the grant at your absolute discretion, in any of the following circumstances if:
- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
 - We completed the application form dishonestly or incorrectly or misleadingly.
 - We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement.
 - Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
 - Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland, HM Revenue and Customs or other regulatory body.

- We receive duplicate funding from any other source for the same or any part of the project.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
- At any stage of the application process or during the period of the Grant Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- We are or become legally ineligible to hold the grant.
- If you have reasonable grounds to believe that it is necessary to protect public money or to meet the aims of the Local Sustainability Fund.

11.5 You may withhold or demand repayment of all or any of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors, or, in Scotland, our organisation's estate is sequestrated.

11.6 We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then we will repay the entire grant immediately.

11.7 We may not transfer any part of the grant or this Grant Agreement or any rights under it to another organisation or individual, unless we

have entered into an agreement which must have been authorised by you in writing, permitting us to work with another organisation in delivering the project.

11.8 We will ensure that no other organisation or individual acquires any third party rights under this Grant Agreement.

12. Additional conditions

12.1 You have the right to impose additional terms and conditions on the grant either in the offer letter and/or if:

- We are in breach of the Grant Agreement.
- You withdraw any part of the funding for the project.
- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation as a distributor of public money or as a Government sponsored body or on the reputation of the Cabinet Office.
- If you have reasonable grounds to believe that it is necessary to protect public money.
- You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

13 Novation

13.1 You are entitled to novate your rights and obligations under the Grant Agreement or any part thereof to the Cabinet Office or to any other body that is to substantially perform any of the functions that previously had been performed by you, provided that any such novation shall not increase the burden of our obligations under the Grant Agreement.