

Standard Terms and Conditions for People & Places Wales Revenue Grants

The Big Lottery Fund has offered a grant to the organisation named in the grant offer letter (referred to as “you” in these Terms & Conditions) for the project described in your application or as otherwise agreed with us (“the project”).

1. By accepting this grant, you agree to:

- 1.1. hold the grant on trust for the Big Lottery Fund (referred to as “we” or “us” in these Terms and Conditions) and use it only for your project, as described in your application or otherwise agreed with us;
- 1.2. use the grant only for expenditure incurred after the date of the 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 we require about the project and its impact, both during and after the end of the project;
- 1.5. obtain our consent before making any significant changes to your project or to the status, ownership or constitution of your organisation;
- 1.6. 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;
- 1.7. 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;
- 1.8. advance equality of opportunities in line with the law and any guidelines issued by us;
- 1.9. 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;
- 1.10. acknowledge National Lottery funding using the common lottery branding in accordance with the relevant brand guidelines;
- 1.11. 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;
- 1.12. treat the grant as restricted funds in your annual accounts using the reference “Big Lottery Fund” and the programme name, 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;
- 1.13. 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;
- 1.14. 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;

- 1.15. 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;
 - 1.16. 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;
 - 1.17. allow us and/or the Comptroller and Auditor General reasonable access to relevant premises and systems to inspect project and grant records;
 - 1.18. the Big Lottery 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 it to be used for these purposes; and
 - 1.19. 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, you will:**
- 2.1. carry out a competitive tender if the goods and/or services cost more than £10,000 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 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 consent for any disposal of assets purchased 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 & 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 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. 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. 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 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; and
- 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, 1.8, 1.12, 1.15, 1.16, 1.17, 2.2, 2.3, 2.4, 4.5 and 4.6 shall survive expiry of these Terms and Conditions.