

## **DRAFT**

### **Standard terms and conditions for sustainability grants under the *myplace* Grant Scheme**

#### 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 “grant” means the grant awarded to us for the project as set out in the grant offer letter addressed to us from 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 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 (with any special conditions we have agreed).

#### **1 In general**

- 1.1 We will use the grant for planning and development work to ensure the long-term sustainability of our 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 manner without distinction as to race, religion, age or disability, and in compliance with all laws.
- 1.3 We will, make sure that all current and future members of our governing body 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, duration or ownership.
- 2.2 We agree to start the project as soon as practical and will inform you in writing of any delays.
- 2.3 We will not use the grant to pay for any spending commitments we have made before the date of the grant offer letter.
- 2.4 If any part of a grant is to buy goods and services or a series of related services costing more than £10,000, we will put out the order to competitive tender. If there are good reasons why we cannot tender, we will get your agreement beforehand. We understand that public bodies must meet the relevant UK, European and World Trade Organisation legislation on procurement.
- 2.5 We will acknowledge your support in any published documents that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoke public presentations about the project.
- 2.6 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.
- 2.7 We hereby consent to any publicity about the grant and the project as you may from time to time require.
- 2.8 We will tell you about any changes to information we have provided and will make sure that the information you hold is always true and up to date.
- 2.9 In our management of all personal information we will meet the requirements of the Data Protection Act 1998.
- 2.10 We agree to meet 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, to help us comply with all relevant laws and good practice (that is put into practice and regularly reviewed).

- 2.11 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 any vulnerable person. We will have and carry out an appropriate written policy and 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 Criminal Records Bureau.
- 2.12 We will maintain adequate insurance at all times. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.
- 2.13 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. Any sum received from any invention, copyright or moral rights will either be paid to you or we will obtain your prior written consent for any commercial exploitation.

### **3 Our organisation**

- 3.1 We will get your written agreement before:
- Changing our constitutional document concerning our aims, payments to members 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
  - 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 as soon as possible if any legal claims are made or threatened against us 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 as soon as possible 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, HM Revenue and Customs or any other regulatory body.

- 3.4 We will be available for meetings with you and allow access to our records and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.
- 3.5 We will let you know if our governing body falls below three members and will increase it to at least three 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 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 our 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 "**myplace** Grant Scheme grant" in our organisation's annual accounts. If we have more than one restricted fund, 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. A member of our management committee will sign the accounts.

- 5.3 We will keep proper and up to date accounts and records, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.
- 5.4 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 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 form in the grant offer pack.
- 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 fill in a final report on the project using the form you send us.
- 6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.
- 6.5 We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

## **7 Payment of grant**

- 7.1 We will open a separate and designated bank or building society account for the sole purpose of receiving and administering the grant and will provide you with the bank or building society statements when asked.

- 7.2 You will pay the grant by bank transfer (BACS) into a 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 ATMs or debit cards to make cash withdrawals or payments from this account.
- 7.3 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.
- 7.4 If you are not satisfied that we have met all the terms of our grant agreement, or you need extra information or documents, you may ask for this and may postpone payment of the grant until you feel that the terms are met or until you receive the material you want.

## **8 Length of Grant Agreement**

- 8.1 These terms and conditions and the grant agreement remain in force for whichever of these is the longest time:
- For one year following payment of the grant.
  - As long as any part of the grant remains unspent.
  - As long as we do not carry out any of the terms and conditions of the grant agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or project delivery).

## **9 We understand that**

- 9.1 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, in newspapers and through other media.
- 9.2 You will not increase the grant if we spend more than the agreed budget.
- 9.3 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 comes about from a suspension even if the investigation finds no cause for concern.

9.4 You may withhold or demand repayment of (in which circumstances we will immediately repay) 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 significantly incorrectly or misleading;
- 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;
- If at any time while the grant agreement is in force, in the opinion of the Fund acting reasonably, any event occurs in relation to the project or to our organisation which is likely to have a material adverse effect on the Fund's reputation as a custodian and distributor of publicly generated funds and/or as a Government sponsored body;
- 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 or to the detriment of the *myplace* Grant Scheme;
- 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, 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; and/or
- We are or become legally ineligible to hold the grant.

9.5 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.

9.6 We acknowledge that although the grant provided to us constitutes State resources, the purpose for which the grant is to be applied will not lead the grant to be considered as unapprovable State aid. In the event that it is deemed to be unapprovable State aid, then we will repay the entire grant immediately.

9.7 You may assign any of your rights under the grant agreement to any successor or other body.

9.8 We may not transfer any part of the grant or this grant agreement or any rights under it to another organisation or individual.

## 10 **Additional conditions**

10.1 You have the right to impose further terms and conditions on the grant either in the letter offering us the grant 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 it; and/or

- You believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following agreed changes.

