

## Our grant funding terms and conditions

This is an agreement between Organisation and Crawley Borough Council (CBC).

We understand and agree the following:

- We will use the grant for exactly the purpose as described in our application and as detailed in the information provided. We will not make any major change to the 'project' (meaning also service or activity) without first receiving agreement in writing from CBC.
- 2. We will not sell or dispose of any equipment or other assets which have been bought with the grant without first receiving agreement from CBC. If we sell any equipment or assets, we may have to pay CBC part of the money we receive for them. The amount we repay will be in direct proportion to the share of the project costs that came from CBC.
- We will not use the grant to pay for goods or services that we buy or order before 1<sup>st</sup> April 2022 or the agreed start date if earlier. We accept responsibility for all payments and costs incurred prior to receipt of the grant payment.
- 4. We understand the award is offered as a one-off grant and CBC will not automatically fund any further project activity or difference between projected and actual costs or 'overspend' on project.
- 5. We will inform CBC of any change in the governing document (constitution or terms of reference) for the organisation and agree to refund any grant funding at the discretion of CBC if any change is significant to the project (in accordance with clause 1 above).
- 6. We will comply with all statutory and legal requirements concerning the way we carry out our project.
- 7. We will not use the grant to publish any materials that support any political movement or party or for any political campaigning purposes.
- 8. We will acknowledge the CBC grant in our annual report and accounts/SOFA which cover the period of the grant and in any relevant publicity materials we produce about the project. We will supply electronic copies of these documents to Community.Grants@crawley.gov.uk following our Annual General Meeting.
- 9. We agree that CBC may hold and process any information we give on a computer or information system and reproduce such information in any form. The information provided may be subject to disclosure under the Freedom of Information Act 2000, subject to certain exemptions and consistent with CBC's policies.
- 10. We understand BACS payments will be sent to the bank account as per the recent statement provided with the application (as applicable) and undertake to notify CBC of any authorized change of bank account details.
- 11. CBC can use the name of our organisation and project in its own publicity materials. We will inform CBC of any situation where confidentiality or safeguarding is a particular issue.
- 12. We will spend the grant within twelve (12) months of the start date of activity (1<sup>st</sup> April or as agreed).
- 13. If we do not spend the entire grant, we will promptly return the unspent amount to CBC and may request an extension or variation of any part thereof by submitting the end of year monitoring report form. We understand any carry forward or slippage of grant funding is at the discretion of CBC.
- 14. We will monitor the success and spend of the project and complete regular monitoring reports as required by CBC, these will be sent as soon as possible after each 6-month reporting period or earlier where requested.



- 15. We will keep all financial records and accounts, including receipts for items bought with the grant, for at least two years from receiving the grant. We will make these available to CBC on request.
- 16. Staff and volunteers with the organisation will not receive any payments other than those permitted by the agreed policies.
- 17. CBC may, at its own discretion, defer a grant or ask us to repay a grant, in whole or in part, in the following circumstances:
  - If we fail to comply with the terms and conditions in any significant way;
  - If the application form was completed dishonestly or the supporting documents gave false or misleading information;
  - If we do not follow equalities and diversity practice as required by law or in accordance with our policies.
  - If any member of our governing body, staff or volunteers acts dishonestly or negligently in their work for us at any time during the project;
  - If we fail to complete the project as expected within twelve (12) months or other period agreed by CBC;
  - If we close down, become insolvent, go into administration, receivership or liquidation ('sequestration'), or make an arrangement with our creditors.
- 18. If our group closes down we will not sell or dispose of any equipment or assets without first receiving CBC's agreement in writing.
- 19. I understand that CBC accepts no legal responsibility for any part of the project or related impacts. We accept responsibility for ensuring all appropriate insurance and safeguards for activity are reasonably provided.
- 20. These terms and conditions will apply until we have spent the entire grant (or returned any balance as required) and CBC has received and approved the end of year monitoring report. If we have procured any equipment or assets using this grant funding, these terms and conditions will apply until the end of the normal working life of such assets.