

# Wales

## 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 signed grant offer letter together with any other conditions we have agreed.

We understand that the Grant Agreement will only start after you are satisfied with all our supporting documentation and will come into force on the date that we receive the grant payment from you.

### 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, sexual orientation 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 aims, structure, delivery, duration or ownership.

**2.2** We will start the project within three months of receiving the grant payment from you or if it is delayed, write to you giving reasons for the delay and asking for an extension.

**2.3** We agree to make satisfactory progress with the project and complete it within twelve months of receiving the grant payment.

**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 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.

**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 and the support of the National Lottery in any published documents that refer to the project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the project. We understand that you and the National Lottery Commission will monitor our compliance with the guidelines and will take appropriate action if we breach these guidelines.

**2.8** We will operate, where possible under the recommendations set out in the Big Lottery Fund’s Welsh Language scheme. We will take in consideration the linguistic needs of the beneficiaries of the project and the wider community and act accordingly.

**2.9** 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.

**2.10** 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 and up to date.

**2.11** 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 change.

**2.12** 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 pay attention to equalities in the way we run the project and in our recruitment and selection of staff. 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 throughout the period of the Grant Agreement. We will obtain all approvals and licences required by law or by you.

**2.13** 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.

**2.14** If we are a charity, we will register with the Charity Commission or the Office of the Scottish Charity Regulator if our income goes over their minimum exemption figure.

**2.15** We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes all appropriate insurance for any activities we provide, any assets we have purchased with the grant and employee and public liability insurance. If any asset is damaged, destroyed or stolen we must tell you in writing and we must repair and replace it.

**2.16** 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.

### 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 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 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 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 & Customs or any other regulatory body.

**3.4** We will be available for meetings with you and allow full and free access to our records however and wherever held 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 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 "Big Lottery 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 the year we received the grant payment. The accounts will be signed by a member of our management committee and externally audited or independently evaluated as appropriate for our organisation. 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, personnel and payroll records for staff funded by you, invoices and other relevant records for at least seven years after the termination of our grant, which show how the grant has been used. We will make these financial records available to you to look at and give you copies. We will complete all statutory returns for employees and make relevant payments to cover their pensions and salary deductions such as income tax and National Insurance contributions.

**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 required to deliver the project.

#### **6. Grants for assets and services**

**6.1** If any part of the grant is used to buy, individually or as a series of purchases, equipment or other capital assets which cost over £250 or pay for professional or sessional staff services then we will obtain competitive quotes to show we have obtained value for money from the grant. We will keep all receipts and invoices for you to look at. If we buy a vehicle we will send you a copy of the registration documents no later than three months after you have sent us the money for the vehicle.

**6.2** We will not sell, give away or borrow against the assets without first receiving your written consent. As our grant has come from public funds, we understand and accept that if you provide the consent it may require that the sale is at full market value and/or subject to conditions requiring us to repay all or part of the money we receive.

## **7. Monitoring**

**7.1** We will monitor the progress of the project and complete any reports you require using the forms you send us.

**7.2** We will update you on progress of the project on request and will send you any further information you may ask for from time to time about the project or about our organisation, and its activities, 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 or publicise the project and/or evaluate your grants programmes.

**7.3** We will fill in a final report on the project using the form you send us. We understand that the grant is finished only after we have completed this report to your satisfaction and you have received annual accounts for the period of the Grant Agreement.

**7.4** We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

**7.5** We will tell you immediately if there is to be any variation in the way we deliver the project.

## **8. Payment of grant**

**8.1** 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.

**8.2** 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. Length of Grant Agreement**

**9.1** These terms and conditions and the Grant Agreement remain in force for whichever of these is the longer time:

► For one year following the payment of the grant.

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).

## **10. We understand that**

**10.1** You can only guarantee the grant as long as funds from the National Lottery are available and you continue to operate.

**10.2** 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, at your sole discretion and without payment to us, be broadcast on television, on your website, in newspapers and through other media.

**10.3** You will not increase the grant if we spend more than the agreed budget.

**10.4** You accept no liability for any consequences, whether direct or indirect, that may come about from our running the project, the use of the grant or from a withdrawal of our grant.

**10.5** You may demand repayment (and we will repay when asked) 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 significantly 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, 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;
- ▶ 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 and/or
- ▶ If you have reasonable grounds to believe that it is necessary to protect public money.

**10.6** You may 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.

**10.7** 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.

**10.8** 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, authorised by you, requiring us to work with another organisation in delivering the project

**10.9** You may reject any future application from us to other programmes you run if we do not comply with these terms and conditions or you judge that we did not handle the grant adequately or if we failed to complete any requests for information you made to us.

## 11. Additional conditions

**11.1** 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 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; 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 any agreed changes.