Grant Funding Terms and Conditions

1. Definitions and Interpretation:

1.1 In these Terms and Conditions the following terms shall have the following meanings:

Grant: the sum of to be paid to the Recipient in accordance with these Terms and Conditions as outlined in the Offer Letter.

Commencement Date: as detailed in the Offer Letter

Data Protection Legislation: all applicable data protection legislation and privacy legislation in force from time to time in the UK including the UK General Data Protection Regulations and the Data Protection Act 2018

End of Grant Date: as detailed in the Offer Letter

Offer Letter: the letter advising the Recipient of the award of the Grant which is to be signed and returned by the Recipient

Prohibited Act: offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:

(a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of the Grant or any other contract with the Council; or

(b) showing or not showing favour or disfavour to any person in relation to the Grant or any other contract with the Council

(c) entering into the Grant or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;

(d) committing any offence under the Bribery Act 2010 or under any other legislation creating offences in respect of fraudulent acts; or at common law in respect of fraudulent acts in relation to the Grant or any other contract with the Council; or

(e) defrauding or attempting to defraud or conspiring to defraud the Council

Project: The project outlined by the Recipient in the application for funding as approved by the Council

Subsidy Control: the UK's subsidy control regime, including subsidy control commitments contained in the UK-EU Trade and Co-operation Agreement, commitments on subsidies arising from the UK's membership of the WTO (including but not limited to the Agreement on Subsidies and Countervailing Measures) and any system of subsidy control developed and maintained by the UK Government in accordance with the UK-EU Trade and Co-operation Agreement and/or the European Union (Future Relationship) Act 2020.

2. Use of the Grant:

2.1 The Recipient shall use the Grant only for the delivery of the Project and in accordance with these Terms and Conditions.

2.2 The Grant shall not be used for any other purpose and the Recipient shall not make any significant change to the Project without the Council's prior written agreement

2.3 The Recipient shall ensure that its receipt and use of the Grant is in accordance with Subsidy Control. The Recipient agrees to maintain appropriate records of compliance with Subsidy Control and agrees to take all reasonable steps to assist the Council to make any reports or respond to any investigation(s) in respect of its use of the Grant and the Project as a whole.

2.4 The Grant may not be used for costs incurred prior to the Commencement Date and must be spent by the End of Grant Date. Any Grant money which has been paid to the Recipient but not spent by this date must be repaid to the Council.

3. Payment:

3.1 Subject to clause 4, the Council shall pay the Grant to the Recipient as outlined in the Offer Letter

3.2 The Recipient shall comply with such requirements as the Council may stipulate in order to record and monitor the funding and costs associated with the Project which will be notified to the Recipient prior to payment of the Grant.

3.3 The amount of the Grant shall not be increased for any reason including any overspend by the Recipient

3.4 The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient

4. Withdrawal, suspension, and repayment of the Grant:

4.1 The Council's intention is that the Grant will be paid to the Recipient in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and/or require repayment of all or part of the Grant if:

(a) the Council has reasonable grounds to consider that the Recipient has used the Grant for purposes other than that for which it has been awarded;

(b) the Council has reasonable grounds to consider that the information and evidence provided by the Recipient in relation to the Project or the Grant has not been complete and accurate or supplied honestly and in good faith;

(c) the Recipient commits or committed a Prohibited Act;

(d) there is a change to the Project which the Council reasonably considers to be material and has not agreed to in writing; or

(e) there is a finding of Subsidy Control non-compliance by a Court or other agency of competent jurisdiction which leads to the Recipient being ordered to repay the Grant or any part of it.

(f) the delivery of the Project does not start within 6 months of the Commencement Date (unless otherwise agreed) and the Recipient has failed to provide the Council with a reasonable explanation for the delay

(g) the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project;

4.2 Should the Council require the Recipient to repay all or any proportion of the Grant, it will notify the Recipient in writing. The Recipient undertakes to make any such repayment within 15 Working Days of the date of that notice or by any later deadline agreed by the Council in writing.

5. Accounts and records:

5.1 The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant.

5.2 The Recipient shall keep all invoices, receipts, and accounts, and any other relevant documents, relating to the expenditure of the Grant for a period of at least six years following the day on which the final Grant payment is made. The Council shall have the right to review, at the

Council's reasonable request, the Recipient's records that relate to the expenditure of the Grant.

5.3 The Recipient shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council

6. Monitoring and Reporting:

6.1 The Recipient shall on request provide the Council with such information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with these Terms and Conditions.

6.2 The Recipient shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of auditing, discussing, monitoring and evaluating the Recipient's fulfilment of the conditions of these Terms and Conditions and shall, if so required, provide appropriate oral or written explanations from them.

7. Warranties:

7.1 In accepting the Grant and any payment of it, the Recipient represents and warrants that:

a) it has the resources and expertise necessary to deliver the Project and to comply with these Terms and Conditions;

b) it will comply with all relevant laws and safeguarding requirements relevant to the work including any requirement to ensure relevant DBS checks are obtained where the Project will involve working with vulnerable people

c) it shall not unlawfully discriminate within the meaning and scope of

the Equality Act 2010 as may from time to time be varied or any other law, enactment, order, or regulation relating to discrimination in employment

d) it has disclosed in writing to the Council all information which would or might reasonably be thought to influence the Council's decision to award the Grant and which might materially and adversely impact on the Recipient's ability to deliver the Project

e) the information and evidence in and relating to or disclosed to the Council in relation to the Grant and the Project, remain true, complete and accurate, and that it will advise the Council of any fact, matter or circumstance which would render any such information or evidence false or misleading.

f) it has not committed, nor shall it commit, any Prohibited Act;

g) its acceptance and use of the Grant is compliant with Subsidy Control

8. Termination:

8.1 The Council may terminate the Grant on giving the Recipient three months' written notice should it be required to do so by financial restraints or a change in legislation or Government policy, or if in the reasonable view of the Council it is no longer necessary or appropriate to support the Project to achieve the Council's objectives.

9. Limitation of liability:

9.1 The Council's liability under these Terms and Conditions is limited to payment of the Grant.

9.2 The Recipient remains entirely responsible for its risks and liabilities in delivering the Project and the Council accepts no liability for any consequences, whether direct or indirect, that may arise from the Recipient delivering the Project, the Recipient's use of the Grant or any

reduction, withdrawal or repayment of the Grant.

9.3 The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project or the Recipient's use of the Grant, the non- fulfilment of obligations of the Recipient under these Terms and Conditions or its obligations to third parties. The Recipient shall hold sufficient insurance to cover its potential liabilities under this clause 9 and shall provide evidence of such insurance to the Council on request. Where specific insurance levels are required, these shall be outlined in the Offer Letter.

10. Data protection:

10.1 The Recipient and the Council shall (and shall procure that any staff or contractors involved in connection with the Project shall) comply with all applicable requirements and all of its obligations under the Data Protection Legislation, which arise in connection with these Terms and Conditions.

11. General:

11.1 The Recipient may not, without the prior written consent of the Council, assign, novate, sub-contract or otherwise transfer the benefit and/or the burden of this Agreement.

11.2 No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

11.3 This Agreement does not and is not intended to confer any contractual rights or benefits on any person for the purposes of the Contracts

(Rights of Third Parties) Act 1999.

11.4 This Agreement shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party

12. Law and jurisdiction:

12.1 This Agreement shall be governed by and construed in accordance with the law of England, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales