



Community Foundation for Surrey

Together we can

Terms and Conditions

1. Definitions and Interpretations

1.1. In these General Terms and Conditions of Grant the following words shall, unless the context requires otherwise, have the meanings set out next to them:

Agreement or Grant Agreement means the Agreement specified in the Grant Offer Letter, including these terms and conditions and any other Annexes and appendices notified in the Grant Offer Letter;

Duplicate Funding means funding provided by a Third Party to the Grant Recipient, which is for the same purpose for which the Grant was made, but has not been declared to Us;

Grant means the grant payable by Us to You as set out in the Grant Offer Letter under the terms of the Grant Agreement;

Grant Offer Letter means the letter from Us to You offering You a Grant for the Project;

Project means the project described in your application to the programme;

We, Us and Our means The Community Foundation for Surrey and includes those officials and employees acting on behalf of The Community Foundation for Surrey; and

You and Your means the organisation that We are giving the Grant to, as specified in the Grant Offer Letter, and includes officials, employees and agents acting for You.

2. The Grant Agreement

2.1. You will be deemed to have entered into the Grant Agreement if, in connection with the Grant, you sign and return to us a copy of the Grant Letter.

3. Payment of the Grant

3.1. You acknowledge that the amount specified in the Grant Offer Letter is the total amount of Grant that We may pay and that this amount will not be increased as a result of any overspend or otherwise.

3.2. We do not commit to renew or continue financial support to You after the Funding Period has ended.

3.3. If any part of the Grant remains unspent on conclusion of the Project, You shall ensure that any unspent funds are returned to Us before the end of March 2021.

- 3.4. You agree that you will not apply for, or obtain, Duplicate Funding in respect of any part of the Funded Activities which have been paid for in full using the Grant.
- 3.5. You shall promptly notify and repay immediately to Us any money incorrectly paid to you either as a result of an administrative error or otherwise. This includes (without limitation) situations where You are paid in error before You have complied with your obligations under the Grant Agreement. Any sum, which falls due under this paragraph, shall fall due immediately. If You fail to repay the due sum immediately [or within any other timeframe specified by Us] the sum will be recoverable summarily as a civil debt.

4. Use of the Grant

- 4.1. The Grant must be used solely for the project specified in Your application form.
- 4.2. You must get written approval from Us to use the Grant for any other purpose than that stated in the application form. We can withhold this if the proposed expenditure falls outside the criteria of the programme, outside Our grant-making policy, or does not clearly contribute to the core aims of the project to which the money was granted, in which case, steps will be taken to recover unspent money.
- 4.3. The Grant must be spent by the end of the date specified in your grant application, unless otherwise agreed in writing with Us.
- 4.4. You must advise Us immediately if there are significant changes affecting the delivery of your project including: a starting delay of more than 1 month; changes to the financial stability of the organisation; changes to the project as it develops; any underspend; changes to key staff etc.
- 4.5. You will notify the Us immediately if your organisation ceases to exist.
- 4.6. You agree that the organisation shall comply, at all times, with all laws and legal requirements applicable to you and the Project including but not limited to anti-corruption, anti-bribery and equality laws and regulations.
- 4.7. You confirm that the organisation shall comply, at all times, with any relevant legislation and adopt good practice in ensuring safety measures within our project such as planning, licensing, employment, health and safety, insurance, equal opportunities legislation and DBS checks.
- 4.8. You must comply with the Data Protection Act 2018 laws.

5. Liability

- 5.1. You acknowledge that:

5.1.1. We are not; and

5.1.2. You are,

liable for any claim or liability that may arise or be brought relating to the activities funded by the Grant including, if applicable, the costs and liabilities associated with the employment of any Employee.

5.1.3. You shall indemnify and hold us, our employees, agents and officers harmless with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of your actions and/or omissions in relation to the Grant, your breach or non-fulfilment of obligations under the Grant Agreement or your relevant obligations to third parties.

6. Safeguarding

6.1. In this clause:

6.1.1. children are those under the age of 18; and

6.1.2. adults at risk are those who are or may be at risk by reason of mental disability, sensory impairment, age or illness, and who are or may be unable to take care of themselves, or unable to protect themselves against significant harm or exploitation

6.2. In respect of children and adults at risk, You confirm that:

6.2.1. You have all necessary safeguarding policies and procedures in place and that they are robust and fit for purpose;

6.2.2. You will act in accordance with such policies at all times;

6.2.3. You are committed to safe recruitment, selection and vetting and carry out appropriate checks on all members of staff, volunteers and others involved with your organisation who have contact with children or adults at risk, including (where applicable) DBS checks, checking references, requiring proof of identity and relevant qualifications and carrying out a face-to-face interview; and

6.2.4. under no circumstances will any individual who is considered to pose a risk to children or adults at risk be deployed to work with these groups.

7. Records and reporting

7.1. You will complete the End of Grant Report within two weeks of the end of your project end date as specified in your application form or agreed in writing by us. You will be asked to provide evidence relating to expenditure of the grant as part of this report.

7.2. You will keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant funds You receive, and ensure all invoices, receipts, accounting records and other documents relating to the use of the Grant are kept for a period of at least seven years after the payment of the Grant.

- 7.3. Upon a minimum of ten (10) Business Days' notice, You will permit us and our professional advisors to inspect these records at our reasonable request and to take copies on reasonable notice during normal office hours;
- 7.4. You must show the Grant as restricted funds in Your accounts; the Grant must not be included in general funds.
- 7.5. So that we are able to meet our obligations in respect of reporting serious incidents to the Charity Commission, you will notify us promptly, and in any event within two working days, of any Serious Incident occurring in respect of the Grant.

8. Fraud

- 8.1. You understand that providing false or misleading information on your application or subsequent communications related to this fund could lead to funds being withheld or [subsequently] recovered. Civil or criminal proceedings may be considered in the event of non-compliance. Post grant award assurance work will be completed to discover and recover fraudulent funds.

9. Termination, Withholding and Repayment of Grant

- 9.1. An Event of Default occurs if:

- 9.1.1. You fail to comply with any term or condition of this Grant Agreement;

- 9.1.2. You fail to complete the Project or have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable;

- 9.1.3. any information given or representations made by You to Us is found to be incorrect or incomplete to an extent which We reasonably consider to be material;

- 9.1.4. You fail to take adequate measures to investigate and resolve any reported Financial Irregularity;

- 9.1.5. You cease to operate and / or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation;

- 9.1.6. before the end of the Funding Period You:

- i) are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You;
 - ii) pass a resolution to wind up Your business;
 - iii) make any composition, arrangement, conveyance or assignment for the benefit of Your creditors, or purport to do the same; or
 - iv) are subject to the appointment of a receiver, administrator or liquidator; or
 - v) are unable to pay Your debts as they fall due;

- 9.1.7. You receive funding from any other source for the Eligible Expenditure which is funded by the Grant;

9.1.8. You are involved in illegal activity in Your administration of the Project;

9.1.9. You take any actions which in Our reasonable opinion are likely to bring Our name or reputation, or that of the wider government, into disrepute, or which pose a risk to public money; or

9.1.10. You are otherwise in material breach of this Grant Agreement.

9.2. If an Event of Default occurs, We may, at Our discretion:

9.2.1. suspend and withhold the payment of Grant for such period as We may determine;

9.2.2. require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine) by issuing a demand for repayment. Prior to issuing such a demand, We may (at Our sole discretion) give You an opportunity to rectify such breach or occurrence, delay or defer any further payments of Grant instalments to You until such time as the breach has been remedied; and/or

9.2.3. terminate this Grant Agreement by serving written notice where the Event of Default is incapable of being remedied or is not remedied within such reasonable period as We may determine.

10. Announcements and publicity

10.1. You will be willing to take part in, where appropriate, any publicity activities.

10.2. You will acknowledge Us and any grant programme funder on any publicity material you issue.

11. Authorisations

11.1. You make the following representations and warranties to and for Our benefit and acknowledge that We have made this Grant available in reliance on such representations and warranties:

11.1.1. Your obligations under the Grant Agreement are legal, valid, binding and enforceable;

11.1.2. all authorisations and consents necessary to enable You to enter into and perform Your obligations under this Grant Agreement have been obtained; and

11.1.3. The person or persons signing this Grant Agreement are duly authorised to sign on Your behalf