

TERMS AND CONDITIONS

INTRODUCTION

The following terms and conditions should be read in conjunction with our formal Grant Offer Letter. You should retain a copy of the Grant Offer Letter and the Standard Terms and Conditions for reference.

DEFINITIONS

For the purpose of these Standard Terms and Conditions and the accompanying Grant Offer Letter the following expressions shall have the following meaning:

"you" and **"your"** refer to the organisation receiving the Grant, bound by the Grant Agreement;

"we", **"our"** and **"us"** means Power to Change Trustee Limited acting as trustee of the Power to Change Trust and includes our trustees, employees, agents and grant administrators acting on our behalf;

"Grant Offer Letter" means the offer letter sent to you confirming the Grant and enclosing the Standard Terms and Conditions;

"Grant Agreement" means the contractual arrangements set out in the Grant Offer Letter incorporating the Standard Terms and Conditions;

"Grant" has the meaning given to such term in the Grant Offer Letter;

"Programme" means the activities and projects that we are giving you the Grant for, as set out in your application, business plan and any supporting documents, and/or as varied by the Grant Agreement;

"Standard Terms and Conditions" means the terms and conditions set out in this document; and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of similar nature.

TERMS AND CONDITIONS

1. In general

- 1.1 You will use the Grant exclusively for the delivery of the Programme, which is, and you shall ensure remains, a charitable activity for the public benefit. You will hold any unused part of the Grant on trust for us at all times and you will repay any unused part of the Grant immediately upon demand by us.
- 1.2 During the period of the Grant you 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. Your employment policies and

procedures will reflect the requirement of equal opportunities in the recruitment and selection process and the need to ensure an appropriate balance of staff in your organisation.

- 1.3 You will make sure that all current and future members of your governing body receive a copy of the Grant Agreement while it remains in force.
- 1.4 You will ensure that at all times while the Grant Agreement is in force you are correctly constituted and regulated and that the receipt of the Grant and the delivery of the Programme are within the scope of your governing documents.

2. The Programme

- 2.1 You confirm to us that your application and business plan are accurate in all respects having made proper and full enquiry in relation to the same. You acknowledge that we have based our decision to offer and pay the Grant (and have relied upon) the information presented by you in your application, business plan and in all documents and information provided as part of the application and assessment process.
- 2.2 You will obtain our written agreement before making any change to the Programme or to its name, aims, structure, delivery, outcomes, duration or ownership.
- 2.3 You will start the Programme immediately on receipt of the first Grant payment. If you cannot meet this date, you will write to us giving reasons for the delay and asking for an extension.
- 2.4 You agree to use reasonable endeavours to deliver the Programme and complete it on time or within a reasonable period if we have not set a time limit.
- 2.5 You will not use the Grant to pay for any spending commitments you have made before the date of the Grant Agreement.
- 2.6 You will tell us immediately of any offer of funding for the Programme from anyone else at any time during delivery of the Programme. You will tell us of any additional income received for the Programme, including interest earned on the Grant.
- 2.7 You will secure any other funding needed for the delivery of the Programme, as detailed in your application, in good time and will provide evidence of this that is acceptable to us.
- 2.8 If you spend less than the whole of the Grant on the Programme, you will (and we may demand that you will) return the unspent amount to us promptly. If the Grant part-funds the Programme, you will (and we may demand that you will) return the appropriate share to us promptly.
- 2.9 You will acknowledge the Grant publicly as appropriate and as practical. You will follow our branding and publicity guidelines at all times (please see the guide enclosed with your Grant Offer Letter). You will acknowledge our support in any published documents or in any digital media that refers to the

Programme and/or that covers the period of the delivery of the Programme, including accounts and public annual reports and returns, or in written or spoken public presentations about the Programme.

- 2.10 You accept that we will publicise the Grant, the Programme and any individual project as we require and that we can carry out any form of publicity and marketing to promote the award of the Grant as we see fit. You also accept that we may share information about the Grant and the Programme with any persons or organisations of our choice, taking into account the confidentiality/vulnerability of your service users as appropriate. You agree to do whatever we reasonably require in order to give effect to this Clause.
- 2.11 You accept that we may share information about the Grant, the Programme and any individual project with any persons or organisations of our choice.
- 2.12 You will tell us promptly about any changes to information you have provided and will make sure that the information we hold is always true, accurate and up to date at the time it is given and remains true, accurate and up to date whilst the Grant Agreement remains in force.
- 2.13 In your management of all personal data you will meet the requirements of the Data Protection Act 1998 and ensure that you have obtained relevant consents for personal data to be shared with our agents and the other organisations with which we work.
- 2.14 You agree to comply with all laws regulating the way you operate, the work you carry out, the staff you employ or the goods you buy. You will ensure that you have an equal opportunities policy in place at all times, to help compliance with all relevant laws and good practice whilst the Grant Agreement remains in force. You will obtain all approvals and licences required by law or by us.
- 2.15 If the Programme involves work with children, young people or vulnerable adults ("**vulnerable people**"), you agree to take all reasonable steps to ensure their safety. You will obtain the written agreement of the legal carer or guardian before having any direct contact with vulnerable people and take responsibility for any necessary Disclosure and Barring Service (DBS) checks.
- 2.16 If you are a charity, if required to do so by the law you will register with the Charity Commission.
- 2.17 You will be available for meetings with us and allow us or those acting for us or the Controller and Auditor General ("CAG"), his or her staff at the National Audit Office and agents and advisers, full and free access to your records and any of your offices or buildings and produce such oral or written explanations as we or the CAG considers necessary.
- 2.18 You will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to us. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets we have funded.

- 2.19 You confirm to us that you have all necessary resources and expertise to deliver the Programme (assuming due receipt of the Grant).

3. Your organisation

- 3.1 You confirm to us that:
- 3.1.1 all financial and other information concerning you and your organisation which has been disclosed to us is to the best of your knowledge and belief, true and accurate;
 - 3.1.2 you are not subject to any contractual or other restrictions imposed by your own or any other organisation's rules or regulations or otherwise which may prevent you from meeting your obligations in connection with the Grant; and
 - 3.1.3 you are not aware of anything in your own affairs, which you have not disclosed to us or any of our advisers, which might reasonably have influenced our decision making to make the Grant on the terms contained in the Grant Agreement.
- 3.2 You will not do any of the following without our prior written consent:
- 3.2.1 changing your governing document concerning your objects, payments to members and members of your governing body or the sharing out of your assets (whether your organisation is dissolved or not); or
 - 3.2.2 charging your business, assets, properties or undertakings in favour of any other body; or
 - 3.2.3 disposing of all, or substantially all, of your business, assets, properties or undertakings; or
 - 3.2.4 changing the key personnel involved in the delivery of the Programme.
- 3.3 You will write to us immediately if any legal claims are made or threatened against you which would adversely affect the delivery of the Programme during the period of the Grant (including any claims made against members of your governing body or staff concerning the organisation).
- 3.4 You will tell us in writing immediately of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by any regulatory body.

4. Grants for Salaries

- 4.1 If the Grant is for a salary of a new post, you will advertise the vacancy externally, using appropriate media (including media that could attract disadvantaged groups). You will make sure every advertisement is in accordance with all current best practice. This applies to any re-advertisement.



- 4.2 You will maintain records of staff funded by us including the names of the staff to be employed, their salaries and their employment commencement date, and, if appropriate, employment termination date. You will give us this information if we ask for it.
- 4.3 You will maintain all main financial records including personnel and payroll records for staff funded by us for seven years after the Grant has ended. You will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

5. Grants for Assets and Services

- 5.1 If any part of the Grant is to buy or build, refurbish, extend or alter buildings or land you will not transfer or charge any such buildings or land without our written consent beforehand.
- 5.2 You will comply with all applicable laws, statutes and regulations relating to procurement, bribery and corruption. In addition, and without prejudice to this obligation, you will obtain a minimum of three quotes where the Grant is to buy assets or services with a value of £15,000 or more, and you will apply competitive tendering where the Grant is to buy assets or services with a value of £100,000 or more.
- 5.3 If any part of the Grant is to buy any capital item including vehicles or series of capital items, you will keep all receipts and invoices and send them to us if we ask for them.
- 5.4 You will keep all assets funded by the Grant safely and in good repair and condition and will make sure you have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be your responsibility. If the asset is damaged, destroyed or stolen, you must tell us in writing and you must repair or replace it as soon as reasonably practical. You will not change the purpose for which the Programme assets are used during the asset monitoring period without our written approval.
- 5.5 You will provide an annual statement that the assets paid for in part or full by the Grant are still held and insured by you. You will not sell, give away or borrow against the assets without first receiving our written consent beforehand. As your Grant has come from public funds, you understand and accept that if we provide written consent we may require that the sale is at full market value and/or subject to conditions requiring you to repay all or part of the money you receive.
- 5.6 You understand that we will monitor assets bought with the Grant for a period of up to ten years after the Grant has ended for assets purchased for over £100,000 unless varied by any capital conditions, which for the avoidance of doubt, will take precedence. If the assets were purchased for less than £100,000 we will monitor the assets for a period of five years or whilst the Grant Agreement remains in force, whichever is the shorter. You will supply us with information that we ask for and will allow us to inspect the assets for that period.

6. VAT

- 6.1 You acknowledge that the Grant is not consideration for any taxable supply for VAT purposes by you to us. You understand our obligation does not extend to paying you any amounts in respect of VAT in addition to the Grant and that the Grant made by us is inclusive of VAT.
- 6.2 You agree to repay us immediately any VAT you recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the Grant.
- 6.3 You will notify us immediately if any irrecoverable VAT claimed under the Grant becomes recoverable. You will keep proper and up to date records relating to VAT and you will make such records available for us to look at and give us copies promptly when requested.
- 6.4 If we have funded all of the VAT costs for your Programme, you agree to refund immediately all of the VAT you recover to us.
- 6.5 If we have funded a proportion of the VAT costs for the Programme, you agree to refund immediately the same proportion of the VAT recovered to us.

7. Your annual report and accounts

- 7.1 You will show our Grant and related expenditure as a restricted fund under the description '*Power to Change Grant*' in your organisation's annual accounts. If you have more than one restricted fund, you will include a note to the accounts identifying each restricted fund separately. If you have more than one grant from us, you will record each grant separately in the notes to the accounts. You will identify unspent funds and assets in respect of the Grant separately in your accounting records.
- 7.2 You will send us a copy of your annual accounts as soon as they have been approved in accordance with your governing document and in any event within nine months of the end of the financial year for each year during the period of the Grant Agreement. The accounts will be signed by a member of your management committee and externally audited or independently examined by a suitably qualified person if your annual income is over £10,000 (or such other lesser sum as required by law).
- 7.3 You will keep proper and up to date accounts and records for at least seven years after the termination of your Grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the Grant has been spent. You will make these financial records available to us to look at and give us copies should we request them.
- 7.4 You shall comply and facilitate our compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to yourself and us.



- 7.5 You warrant and represent to us that since the date of your last annual reports and accounts, there has been no material change in your financial position or in the progress of the Programme.

8. Monitoring

- 8.1 On at least a [quarterly, half yearly, annual][**Note: to be determined on a case by case basis**] basis with additional reporting as specified in your impact evaluation plan (enclosed with your Grant Offer Letter), you will monitor the progress of the delivery of the Programme and complete such reports as we may require (which shall include a financial status form and a progress report) using the forms we send you. You shall provide us with each report within one month of the last day of the period to which it relates. This monitoring is required for 3 years from receipt of the Grant.
- 8.2 You agree to participate in evaluation by a third party external evaluator. You agree to respond to reasonable requests for meetings, visits and other contact and you agree to complete in a timely manner any reasonable information requests.
- 8.3 You will send us any further information we may reasonably ask for (and in such form as we may reasonably ask for) about the Programme or about your organisation and its activities. We may use this information to monitor the Programme and evaluate our grant funding.
- 8.4 You will complete a final report about the Programme using the form we send you. You understand that the Grant monitoring is complete only after you have completed this report and we have received annual accounts for the full period to our satisfaction.
- 8.5 You will inform us immediately in writing of anything that significantly delays, threatens or makes unlikely the Programme's completion.
- 8.6 You will inform us immediately in writing if there is to be any variation to or decrease in the Programme's outcomes.
- 8.7 You will comply with any reasonable requirements that we may have for site visits (including visits to individual project sites), compliance visits and meetings with your officers or agents at any time during or after completion of the Programme or during the asset monitoring period.
- 8.8 You shall on request provide us with such further information, explanations and documents as we may reasonably require in order for us to establish that the Grant has been used properly in accordance with the Grant Agreement.
- 8.9 You shall permit any person authorised by us such reasonable access to your employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating your fulfilment of the conditions of the Grant Agreement and shall, if so required, provide appropriate oral or written explanations for them.

- 8.10 You will report regularly and fully to all members of your governing body on the financial position of your organisation.

9. Payment of grant

- 9.1 You will request us to pay the Grant to you using the grant claim form (enclosed with your Grant Offer Letter).
- 9.2 If we ask you to do so, you will open a separate and designated bank or building society account for the sole purpose of receiving and administering the Grant. You will provide us with the bank or building society statements when asked.
- 9.3 We will pay the Grant by bank transfer (BACS) into a UK-based bank account or building society account in your name, which requires the signatures of at least two authorised people for every withdrawal.
- 9.4 We will not be liable for any losses or costs (including bank charges) if we do not make Grant payments on the agreed date. You must take up the Grant within two months of the date of the Grant Agreement; otherwise it will automatically lapse, unless we agree in writing to an extension.
- 9.5 We will normally make payments for up to three months spending in advance and your payment dates are set out in the grants summary schedule (enclosed with your Grant Offer Letter).
- 9.6 If we are not satisfied that you have met all the terms of the Grant Agreement, or we require extra information or documents, we may request this and may postpone payment of the Grant until we decide that the terms are met or until we receive the information we want.

10. Length of the Grant Agreement

- 10.1 The Grant Agreement remains in force for whichever of these is the longest time:
- 10.1.1 for the Term [**Note: to be determined on a case by case basis**] (as defined in the grants summary schedule (enclosed with your Grant Offer Letter));
- 10.1.2 as long as any part of the Grant remains unspent;
- 10.1.3 the expiry of the maximum period required under the Grant for asset monitoring; and
- 10.1.4 as long as you are in breach of any of the terms and conditions of the Grant Agreement (this includes any outstanding reporting on Grant expenditure or Programme delivery).

11. You understand that

- 11.1 We can only guarantee payment of the Grant as long as funds from the Big Lottery Fund are available to us and we continue to operate.

- 11.2 We will not increase the Grant if you spend more than the agreed budget.
- 11.3 If we want to investigate any matters concerning the Grant (or any other grants we have given to you), you understand that we accept no liability for any consequences, whether direct or indirect, that arise from a suspension even if the investigation finds no cause for concern.
- 11.4 We may suspend, withhold payment of the Grant or demand repayment of all or part of the Grant at our absolute discretion in any of the following circumstances:
- 11.4.1 you fail to meet any of the terms and conditions of the Grant Agreement, or the terms and conditions attached to any other grants from us for which a grant agreement is still in force;
 - 11.4.2 any warranty, representation or statement made or deemed to be made by you in the Grant Agreement, in your application, in your business plan or any other document that forms part of your application is or proves to have been incorrect or misleading when made or deemed to be made;
 - 11.4.3 you completed your application fraudulently, dishonestly, incorrectly or misleadingly;
 - 11.4.4 you or any other person or organisation operating for you gave us any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement;
 - 11.4.5 members of your governing body, volunteers or staff of any organisation involved in the delivery of the Programme, act at any time during the Programme fraudulently, dishonestly or negligently or in any way, directly or indirectly, to your detriment or to the detriment of your organisation or the Programme or to the detriment of our reputation;
 - 11.4.6 your organisation, members of your governing body, employees or volunteers, or of any organisation involved in the delivery of the Programme, are subject to an investigation or formal enquiry by any regulatory body;
 - 11.4.7 you receive duplicate funding from any other source for the same or any part of the Programme;
 - 11.4.8 there is a significant change of purpose, ownership or recipient, either during the delivery of the Programme or within a reasonable period after its completion, so that we judge that the Grant is unlikely to fulfil the purpose for which we made it;
 - 11.4.9 you transfer any of your business, assets, properties or undertakings to, or merging or amalgamating with, any other body, including a company set up by you;



- 11.4.10 at any stage of the application process or during the period of the Grant Agreement you do not let us have information that would affect our decision to award, continue or withdraw all or part of the Grant;
- 11.4.11 you are or become legally ineligible to hold the Grant;
- 11.4.12 we have reasonable grounds to believe that it is necessary to protect public money from mismanagement or fraud;
- 11.4.13 there is a material change to your legal status, ownership or control;
- or
- 11.4.14 you cease to carry out the activities which were, at the date of the Grant Agreement, your principal activities.
- 11.5 We may withhold or demand repayment of all or any of the Grant if it is likely that your 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 you are about to make an arrangement with your creditors.
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- 11.6 If we demand repayment of all or any part of the Grant pursuant to the Grant Agreement, the Grant or that part of it so demanded shall become immediately due and repayable whereupon you shall immediately repay the Grant or that part of it so demanded.
- 11.7 You may not assign or transfer all or any part of the Grant or the Grant Agreement or any rights under it to another organisation or individual, unless you have entered into an agreement which must have been authorised by us in writing, permitting you to work with another organisation in delivering the Programme. We may freely assign or transfer all or any part of the Grant or the Grant Agreement or any rights under it to any of our successors.
- 11.8 You will ensure that no other organisation or individual acquires any third party rights under the Grant Agreement.

12. State Aid

- 12.1 This Grant is being made on the basis of the assurance, representation and information provided by you to us to date that the Grant does not constitute unapprovable State Aid, or State Aid that is to be notified to the European Commission, in accordance with the Treaty on the Functioning of the European Union.
- 12.2 You acknowledge that the Grant comes from public funds and you will not use the Grant or accept the Grant and any other public funding in a way that constitutes unapprovable State Aid. In the event that it is deemed to be

unapprovable State Aid, then you will repay the portion of the Grant which is State Aid immediately.

13. Conflicts of interest and financial irregularities

- 13.1 You and all officers, employees, agents and other persons engaged or consulted by you in connection with the Programme, shall not be in a position where there is a conflict of interest. You are required to have formal procedures obliging all such persons to declare any actual or potential personal or financial interest in any matter concerning the Programme (including the provision of goods and services or the employment of staff required to deliver the Programme), and to be excluded from any discussion or decision-making relating to the matter concerned.
- 13.2 If you have any grounds for suspecting any financial impropriety in the use of any amount paid under the Grant Agreement you must notify us immediately, explain what steps are being taken to investigate the suspicion, and keep us informed about the progress of the investigation.
- 13.3 We shall be entitled to interview your employees if fraud or other financial irregularity is suspected on the part of you, your employees or your agents in connection with the Programme.

14. Intellectual property rights

- 14.1 We and you agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights whatsoever owned by either us or you before the date of the Grant Agreement or developed by either party during the term of the Grant Agreement, shall remain the property of that party.
- 14.2 Where we have provided you with any of our intellectual property rights for use in connection with the Programme (including without limitation our name and logo), you shall, on termination of the Grant Agreement, cease to use such intellectual property rights immediately and shall either return or destroy such intellectual property rights as requested by us.

15. Confidentiality

- 15.1 Except to the extent set out in Clause 15.2 or where disclosure is expressly permitted elsewhere in the Grant Agreement, you shall:
- 15.1.1 treat our confidential information as confidential and safeguard it accordingly; and
- 15.1.2 not disclose our confidential information to any person without our prior written consent.
- 15.2 Clause 15.1 shall not apply to the extent that:
- 15.2.1 such disclosure is require by law, rule or regulation placed upon you;

- 15.2.2 such information was in your possession without obligation of confidentiality prior to its disclosure by us;
 - 15.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 15.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Grant Agreement; or
 - 15.2.5 it is independently developed without access to our Confidential Information.
- 15.3 For the purposes of the Grant Agreement, references to "our confidential information" mean all information (however recorded, preserved or disclosed) relating to our business, affairs, grantees or suppliers and disclosed by us to you including, but not limited to, information (and any copy thereof):
- 15.3.1 which, at the time of disclosure to you is marked, or otherwise designated, to show expressly, or by implication, that it is disclosed in confidence; and
 - 15.3.2 that you have been expressly informed by us at the time of disclosure to have been disclosed in confidence.

16. Amendments

Any term of the Grant Agreement may be amended or waived only with the consent of both you and us and made in writing.

17. Liabilities, waivers and remedies

- 17.1 Our liability to you in respect of all claims arising from any breach of any of the terms of the Grant Agreement or any representation, statement, tortious liability, act or omission including negligence arising under or in connection with the Grant Agreement is limited, to the fullest extent permitted by law, to the amount of the Grant payable to you from time to time.
- 17.2 Nothing contained in the Grant Agreement entitles you to pursue, exercise or enforce any right or remedy against the personal estate, property, effects or assets of the directors of Power to Change Trustee Limited.
- 17.3 No relaxation, waiver or delay by us in enforcing any of the terms and conditions of the Grant Agreement or the granting of time by us to you shall prejudice, affect or restrict our rights and powers, nor shall any waiver by us of any breach by you of the terms of the Grant Agreement operate as a waiver of any subsequent or any continuing breach thereof.
- 17.4 Our and your rights contained in the Grant Agreement are in addition to all rights which we and you have or may have pursuant to common law or statute.
- 17.5 Where you are comprised of more than one person, any liability arising under the Grant Agreement is the joint and several liability of each such person.



18. Partial invalidity

If, at any time, any provision of the Grant Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

19. Right to impose additional conditions

We have the right to impose additional terms and conditions on the Grant in the Grant Offer Letter (which may include requiring you to charge your business, properties, assets and undertakings in our favour as security for the Grant) if:

- 19.1 you are in breach of the Grant Agreement;
- 19.2 we withdraw any part of the funding for the Programme;
- 19.3 we judge that members of your governing body, volunteers or staff or any person or organisation closely involved in carrying out the Programme act in a way that may have a detrimental effect on the Programme or on our reputation as a distributor of public money;
- 19.4 we have reasonable grounds to believe that it is necessary to protect public money; and
- 19.5 we believe such conditions are necessary or desirable to make sure that the Programme is delivered as set out in your application or following any agreed changes.

20. Third party rights

No term of the Grant Agreement shall be enforceable by any person who is not a party to it provided that this shall not affect any rights of such a person which might exist otherwise than under the Contracts (Rights of Third Parties) Act 1999.

21. Governing law

The Grant Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of England and Wales.

22. Accepting the Grant

If you are in doubt about being able to meet any of the terms and conditions in the Grant Agreement, you should seek our advice before indicating your formal acceptance.

You should indicate acceptance of the Standard Terms and Conditions by signing our formal Grant Offer Letter by way of deed and returning it to us. Two authorised signatories must sign our formal Grant Offer Letter by way of deed. We will not make any payments until this has happened.



power to
change

business in
community
hands