

Bury Council Cost of Living Community Fund

Terms and Conditions of Grant Funding

Please read this document thoroughly and ensure your board or management committee agree to proceed with the application / project.

Definitions

“We” “our” and “us” refer to Bury Voluntary Community Faith Alliance (Bury VCFA). “you” and “your” refers to the organisation making an application or receiving the grant bound by these terms and conditions.

The “project” means the project that we are awarding the grant for as set out in our application form and any supporting documents, and/or as varied by this Grant Agreement.

The “grant” refers to any grant or investment made by Bury VCFA.

Purpose of Funding

This funding is to be used for delivering all outcomes specified as per your application. You must provide clear evidence of achievement of the agreed outcomes as per the monitoring and evaluation outlined in the fund guidance.

1. Terms and Conditions

- 1.1 The funding shall be used for solely the purpose(s) detailed in your funding application. Therefore this funding must be classified as ‘restricted’. Also, the project activity and spend must be complete within **12-months of the date of the Offer Letter**.
- 1.2 If your project involves a **partnership**, the lead partner on the funding application is the ‘accountable body’ for the grant funding and is responsible for the delivery of the whole project, including the contribution made by the named partners.
- 1.3 If for any reason you are **unable to deliver** the agreed activities in accordance with this Agreement, you agree to inform us in writing immediately.
- 1.4 Should you wish to **vary the delivery of the project**, including expenditure, permission must be sought in writing from us, using the grant variation form, before any variations are made. Unless prior agreement has been sought from us, expenditure not detailed in your funding application will be deemed unallowable and will become recoverable.
- 1.5 You must ensure that all members of your **management committee, board of trustees or directors** are aware of these terms and conditions while the Grant Agreement remains in force.

- 1.6 You must ensure that **all additional partners** are aware of these terms and conditions while the Grant Agreement remains in force.
- 1.7 You will work alongside Bury VCFA to agree an approach to **evaluate** the project. This may include meeting with our grants team.

2. Financial record keeping and match funding

- 2.1 The Recipient will retain evidence of the costs/payments, which are classified as Eligible Expenditure (see below), which may include (but will not be limited to) receipts and invoices or any other documentary evidence specified by Bury VCFA.
- 2.2 The Recipient shall declare to Bury VCFA any Match Funding which has been approved or received, before the date of this Grant Funding Agreement. If the Recipient intends to apply for, is offered or receives any further Match Funding during the Funding Period, the Recipient shall notify Bury VCFA before accepting or using any such Match Funding.
- 2.3 On notifying Bury VCFA of the Match Funding the Recipient shall confirm the amount, purpose and source of the Match Funding and Bury VCFA shall confirm whether it is agreeable to the Recipient accepting the Match Funding. If Bury VCFA does not agree to the use of the Match Funding Bury VCFA shall be entitled to terminate the Grant Funding Agreement and where applicable, require all or part of the Grant to be repaid.
- 2.4 Where the use of Match Funding is permitted, the Recipient shall set out any Match Funding it receives and send that to Bury VCFA. This so Bury VCFA knows the total funding the Recipient has received for the Funded Activities.
- 2.5 The Recipient agrees that:
- it 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;
 - Bury VCFA may refer the Recipient to the police should it dishonestly and intentionally obtain Duplicate Funding for the Funded Activities;
- 2.6 The Recipient shall promptly notify and repay immediately to Bury VCFA any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where the Recipient is paid in error before it has complied with its obligations under the Grant Funding Agreement. Any sum, which falls due under this clause shall fall due immediately. If the Recipient fails to repay the due sum immediately the sum will be recoverable summarily as a civil debt.
- 2.7 Where the Recipient enters into a contract with a Third Party in connection with any of the Funded Activities, the Recipient will remain responsible for paying that Third Party. Bury VCFA has no responsibility for paying Third Party invoices.

2.8 Onward payment of the Grant, where permitted, and the use of sub-contractors shall not relieve the Recipient of any of its obligations under the Grant Funding Agreement, including any obligation to repay the Grant.

2.9 The Recipient may not retain any Unspent Monies without Bury VCFA's prior written permission.

2.10 If at the end of the relevant Financial Year there are Unspent Monies, the Recipient shall repay such Unspent Monies to Bury VCFA within 20 days of the end of the relevant Financial Year unless Bury VCFA provides written permission for the Unspent Monies to be carried forward into the next Financial Year.

2.11 The recipient shall retain financial records and evidence of outputs and outcomes for a period of 6 years from the end of funding agreement.

3. Compliance

3.1 If your organisation does not have the following policies in place you will be required to develop and implement them within three months of this funding

- Health & Safety policy
- Risk Assessment
- Safeguarding Children policy (if working with children)
- Safeguarding Adults policy (if working with adults)

***Important note** if your organisation is working with Children and Young People and does not have a Safeguarding Children Policy, Bury VCFA will support your organisation to develop and implement a policy; **only when the policy is implemented will payment be made.**

3.2 You are required to ensure any **equipment** purchased with this grant is adequately maintained and insured.

3.3 You may be required to provide **evidence of all valid and appropriate insurance** e.g. Public Liability; Employers Liability; Professional Indemnity which comply with statutory requirements.

3.4 The **Health & Safety at Work Act 1974** must be complied with when delivering your activities.

3.5 You will ensure that all **activities comply with the law** and that it does not commit any act of discrimination that is unlawful under the **Equalities Act 2010**.

3.6 You will ensure that you comply with your obligations under **Data Protection Legislation** and will not do anything which places you or Bury VCFA in breach of the such legislation.

4. Confidentiality / Sharing of Information

4.1 You and Bury VCFA will **respect the confidentiality of information** given to each other as part of this Agreement.

4.2 You agree to the **sharing of information** about the organisation and its activities in relation to this being awarded, please contact the capacity building team for help if required: 4.3 You agree for information about the organisation and the grant to be **published online and shared with 360 Giving**. www.threesixtygiving.org

4.3 Any **volunteer or person employed** in connection with the funded activity will:
(i) **Only share confidential information** for the purposes of this Agreement;
(ii) **Not disclose any confidential information** to any third party without the prior written consent of Bury VCFA.

5. Termination

5.1 Bury VCFA **reserves the right to terminate** this Agreement with immediate effect if you breach the Terms and Conditions.

5.2 **In the event of Termination** you shall refund to Bury VCFA the amount equal to the undelivered outcomes.

6. Publicity

6.1 **Any publicity material produced** should use official Bury VCFA logo and funder logo(s). The logos should be accompanied by the wording: *'Funded by Bury VCFA with support from Bury Council'*. This will be explained in your Offer Letter. Copies of logos will be emailed to you with your Offer Letter.

6.2 We will **publish a list of all grant recipients** on our website together with amounts awarded and on the 360 Giving website.

6.3 **Photos - consent for us to make use of the images you provide. Your responsibility:**

Unless specified otherwise, we assume that the necessary consents have been obtained by you and we are granted permission to make use of the images you provide.

It is your responsibility as a guarantee to ensure the consents are in place before submitting images to the grants team.

As a minimum, we expect you to have obtained:

- the copyright owner's consent for us to make use of the images.
- where images show people, their consent or the consent of their parents or guardians for us to make use of the images.

Please advise us at the point of submitting the images if a photo credit is required, for example to acknowledge the photographer and/or organisation that holds copyright or otherwise needs to be acknowledged with having provided or created the photo. If a photo credit is not provided on submission, we will assume that no credit is needed.

7. Complaints

7.1 In the event of any complaints regarding Bury VCFA staff or service, **Bury VCFA's complaints procedure will be followed**. A copy of the complaints procedure is available via admin@buryvcfa.org.uk.

7.2 In the event of a complaint received by Bury VCFA regarding your organisation, we will apply our complaints procedure and **you are required to comply fully** with any investigation that may follow.

9. Agreement

9.1 **Only authorised persons can submit applications.** Please ensure you have the authority of your board / management committee before submitting any application to Bury VCFA.