

# **Grant Terms and Conditions**

## **Strengthening Delivery of the Covenant Supporting our Armed Forces Communities: Events and Training**

This Grant Agreement sets out the standard legal conditions of our grant offer to you. You accept that these standard terms and conditions are not negotiable. This is a legal document and you should ensure that you fully understand your responsibilities before accepting a grant from us.

### **1. Definitions**

1.1 “You” and “your” means the organisation receiving a grant from Neath Port Talbot County Borough Council subject to these terms and conditions.

1.2 “We”, “us” and “our” means from Neath Port Talbot County Borough Council and includes our employees and those acting for us.

1.3 The ‘Project’ means the activity or activities to be delivered by you for which we are giving you the grant as set out in the Offer Letter and in accordance with this Grant Agreement.

1.4 The “Grant” means the sum awarded to you under the Offer Letter.

1.5 The ‘Grant Agreement’ includes and incorporates:

1.5.1 these standard terms and conditions;

1.5.2 the Offer Letter which sets out any additional conditions;

1.5.3 your application form, and any information from additional questions

1.6 The “Funding Period” means the fixed term specified in the grant offer letter.

1.7 The “Offer Letter” means the offer of Grant award made by us to you.

### **2. The Grant Agreement**

2.1 You agree to use the Grant exclusively for the Project. The Grant is set out in the Offer Letter. We are not able to increase the amount of the Grant. The amount of the Grant may be different to the amount that you applied for.

2.2 You must accept our offer within four weeks of receiving it by signing and returning one copy of the Offer Letter. If you do not return the signed Offer Letter within four weeks our offer will be automatically withdrawn. The Offer Letter must be signed by someone who is authorised to sign on behalf of the organisation. The commencement date of the Grant Agreement will be the date we receive your acceptance of the Award Letter.

2.3 You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information we hold about your organisation is always true and up to date.

2.4 You will tell us immediately if any offer of match funding for this grant which you told us you would receive is withdrawn or reduced at any time during the grant or if additional funding is offered.

2.6 You must not use the grant to pay for any spending commitments you have made before the date of the Grant Agreement.

2.7 If you spend less than the whole Grant, you must return the unspent amount to us on demand.

2.8 If at any time we are not satisfied that you have met all the terms of our Grant Agreement, or we require extra information or documents, we will let you know and/or will request this information and we may postpone payment of the Grant until we decide that the terms are met or until we receive the information we want.

### **3. The Project**

3.1 You must start the Project as soon as possible, within four weeks, after the date of the Offer Letter. If you cannot meet this date, then you must write to us and ask for an extension.

3.2 You agree to deliver the Project within the time set in the Offer Letter.

3.3 If you want to enter into an agreement with any third party with a view to commercial exploitation of the Project or anything relating to it, you must contact us to obtain our prior written consent. Our consent may be subject to conditions, including conditions requiring the repayment of all or part of the grant.

3.4 You must maintain adequate insurance at all times. This includes employee and public liability insurance. If any assets have been funded by the Grant then will keep them safely and in good repair and condition and you will make sure there is adequate insurance cover for all of them. If the asset is damaged, destroyed or stolen, you must tell us in writing and you must ensure it is repaired or replaced it as soon as reasonably practical.

3.5 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 there is an equal opportunities policy in place at all times, and there is compliance with all relevant laws and good practice whilst the Grant Agreement remains in force. You will ensure that any planning permissions and all approvals, copyright and other consents and licences required by law or by us are in place. This includes but without limitation compliance with all employment legislation, equality legislation, health and safety requirements, data protection legislation, data security and all other relevant legal or regulatory approvals necessary for the Project to be delivered.

3.6 If the Project involves work with children, young people or vulnerable adults (“vulnerable people”), you will take all reasonable steps to ensure their safety. You will ensure that the written agreement from the legal carer or guardian has been obtained before having there is direct contact with any vulnerable people. You will ensure that you have appropriate written policy and a 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 Disclosure and Barring Service.

### **4. Information, marketing and publicity**

4.1 You must follow the branding of the Armed Forces Covenant Trust - <https://covenantfund.org.uk/logos-and-branding/> and publicity guidelines at all times if practical and appropriate. You will acknowledge the support of the Armed Forces Covenant Trust on all information, marketing and publicity materials including digital media relating to the grant. Verbal and written acknowledgment of the Armed Forces Covenant Trust support should be incorporated into all relevant communications. Logos and further information will be supplied for both organisations.

4.2 You will work closely with us during the term of the Grant Agreement so that there is the widest possible public benefit arising from understanding the outputs and outcomes arising from the Grant. You hereby give us permission to use to use, in our sole discretion and as we think fit, any materials produced for or by the Project. You hereby grant us a non-exclusive, worldwide, royalty free perpetual licence to reproduce part or all of your Project documents as we may reasonably require for marketing, publicity, research and evaluation and reporting purposes.

## **5. Payment of the Grant**

5.1 We will pay the Grant in full on receipt of your acceptance of the Award Letter.

5.2 We will pay the grant by way of 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.

5.3 You understand and accept that we will not increase the Grant if you spend more than the Grant set out in the Offer Letter.

5.4 You will show the Grant and related expenditure in your annual accounts under the description of 'Covenant Wales Grants Project' as a restricted fund. If you have more than one grant from us, each grant should be recorded separately in the notes to the accounts. Unspent funds and assets in respect of the grant should be identified separately in the accounting records and our grant must be acknowledged in your annual report and accounts.

## **6. You agree that**

6.1 You must meet any special or additional conditions which may have been agreed between us in writing from time to time and which will be deemed incorporated into this Grant Agreement.

6.2 You must ensure that all current and future members of your governing body, or if you are a statutory body the executive team responsible for delivering the grant, are provided with a copy of this Grant Agreement while it remains in force and will ensure that the receipt of this Grant and the delivery of the Project are within the scope of your constitution and if asked by us you will provide a legal opinion from your solicitors confirming this.

6.3 You must tell us in advance if you want to make any significant changes to your legal status, to the Grant, or the Project including any significant changes to any individual Project or to the name of the Project being delivered under this Grant Agreement. We will not unreasonably withhold our consent to any such changes.

6.4 You must write to us as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Grant during the period of the grant (including any claims made against members of governing bodies or staff).

6.5 You must tell us in writing as soon as possible of any investigation concerning you, your trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, the Charity Commission for Northern Ireland, HM Revenue & Customs or any other regulatory body.

6.6 You must us immediately of any proposed changes that may threaten your solvency and inform us immediately if you are proposing to enter into any arrangement with any creditors.

6.7 You will inform us immediately in writing of anything that significantly delays, threatens or makes unlikely the Project's completion, including any delay or difficulty in fulfilling your obligations to work with others as specified in the Offer Letter.

## **7. Monitoring**

7.1 You understand and accept that we will monitor the progress of the Project and require you to complete all the associated activities on time and to report on this to us as reasonably required.

7.2 To enable this, you will need to send us all such information as we may in our sole discretion reasonably request from you. This includes the information, without limitation, copies of all or any other relevant documentation about your financial details and operational systems and processes and any other information which we may deem relevant to our understanding of how the Project is being delivered and the funding used. If we ask, you must give us, or any person nominated by us, or the National Audit Office or Wales Audit Office access to all records relating to the Grant and/or Project or subsequent profit made upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Project has finished.

7.3 You will be available for meetings with us, as may be reasonably requested, relating to the Project

7.4 You will evaluate the impact of the Project on the Armed Forces Community.

7.5 You will report to us when requested on progress of the Project

7.6 You will provide when/if requested case studies regarding members of the Armed Forces Community and the impact of the activity/service for use in our and Armed Forces Covenant Trust communications.

7.7 You will provide us with a full report in the format as we reasonably require on the Project by 16<sup>th</sup> December 2022. You understand that the Project is finished only after you have completed these reports to our satisfaction and we have received to our satisfaction the evidence of expenditure we have requested for the period of the Grant Agreement.

## **8. Conditions relating to assets or services purchased with the Grant**

8.1 If any part of the Grant is to buy or build, refurbish, extend or alter buildings or land then you will comply with the terms of the standard capital grant conditions attached to the Offer Letter or any other conditions which we have required of you.

8.2 If any part of the Grant is used to buy any assets, such as buildings, vehicles, computer equipment or intellectual property or a series of related assets or services or a series of services costing more than £500, you will put out the order to competitive tender. If any part of the Grant is to buy an asset or a series of assets which have an economic life of five years or more, regardless of cost you will keep all receipts and invoices for us to look at. If there are good reasons why you cannot tender, you will obtain our written agreement beforehand. You will comply with all anti-bribery and anti-corruption legislation.

8.3 You not sell, give away or borrow against any assets, such as buildings, vehicles or intellectual property, bought with the Grant during the period of their economic life without first

receiving our written consent. As the Grant comes from public funds, you understand and accept that if we do provide written consent we may require that the sale is at full market

## **9. General conditions**

9.1 If you fail to meet any term and condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce this Grant Agreement only if we tell you in writing.

9.2 We will not be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. You are fully responsible for every part of the delivery and content of the Project or for your organisation and the decisions about them. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

9.3 You may not transfer any part of the Grant or this Grant Agreement or any rights under it to any another organisation or individual.

9.4 You accept that we may share information about your grant with any parties of our choice as well as with members of the public under the Freedom of Information Act 2000. Details of the grant may be broadcast on television, on our website, in newspapers and through other media.

## **10. Breach of these terms and conditions, and suspending or repaying the grant**

10.1 If you fail to meet any of these terms and conditions, we may, in our absolute discretion:

10.1.1 require you to pay back all or part of the Grant (regardless of how much you have already spent if you have not spent it in accordance with these terms and conditions); and/or

10.1.2 end this Grant Agreement immediately.

10.2 We may recover the Grant (in full or such part which has not been properly spent and/or accounted for) in our absolute discretion, if any of the following events occurs:

10.2.1 you close down or cease to operate (unless you joins with, or is replaced by, another organisation that can carry out the Project and we have provided our prior written permission);

10.2.2 you make any changes to the Project with first getting our written permission;

10.2.3 you use the Grant for anything other than the Project;

10.2.4 you do not follow our reasonable instructions;

10.2.5 you do not carry out the Project with reasonable care, thoroughness and competence;

10.2.6 you do not complete the Project on time;

10.2.7 you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;

10.2.8 your solvency is threatened or if you are proposing to enter into any arrangement with any of your creditors;

10.2.9 you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation;

10.2.10 you use the Grant or any part of it for any activity that is intended to influence or attempt to influence Parliament, Government or political parties, or attempts to influence the awarding or renewal of contracts and grants, or attempts to influence legislative or regulatory action; and/or

10.2.11 without first getting our approval in writing, you sell or in some other way transfer the Grant, your organisation or the Grant to someone else.

10.3 If you have other major revenue or capital grants with us, then you are also under an obligation to keep to the terms and conditions of those Grant Agreements. If there is any conflict between those terms and conditions and the terms and conditions of this Grant Agreement, then these terms and conditions will take precedence so far as they relate directly to the Grant.

10.4 If you breach any of the terms of this Grant Agreement, we can choose to treat that as if you had breached the terms of any other grant agreements we have with you.

## **11. Termination of the Grant Agreement**

11.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

11.1.1 for one year following the payment the Grant;

11.1.2 as long as any part of the Grant remains unspent;

11.1.3 the expiry of the maximum period required under the Grant Agreement for asset monitoring;

11.1.4 as long as you 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).

## **12. Additional conditions**

12.1 We have the right to impose additional terms and conditions on the Grant if:

12.1.1 You are in breach of the Grant Agreement;

12.1.2 We withdraw any part of the funding for the Grant;

12.1.3 We judge that members of your governing body, volunteers or staff acts in a way that may have a detrimental effect on the Grant or our reputation.