



## CIVIC PRIDE FUND 2016 - 2017

### TERMS AND CONDITIONS

Name of Grantee	
Amount Awarded:	

**If you have any queries about our requirements set out below please discuss these with Harriet Steele, Project Support Officer (Voluntary Sector), before signing these Terms and Conditions.**

#### **Purpose of Grant:**

1. The Grant is made only for the purposes set out in the Application to which it relates
2. Grantees must agree with the Voluntary Sector Liaison Unit within the Council a Project Plan which sets out specific activities, outcomes and eligible costs under this funding within 12 weeks of the level of grant being confirmed. Failure to do so will result in the offer of grant being withdrawn.
3. Grantees must receive written permission in advance from Voluntary Sector Liaison Unit before making any significant variations to the agreed Project Plan.
4. The London Borough of Richmond upon Thames (the Council) reserves the right to claim back any grant or part of a grant which has not been used for the purposes agreed. Grantees **must** inform the Voluntary Sector Liaison Unit of any under spend in a grant and any decision to claim back the grant or any part of the grant shall be at the sole discretion of Voluntary Sector Liaison Unit.
5. The Grantee hereby agrees that the Grant shall not be used for lobbying designed to promote or oppose any political party or political cause or otherwise engage in party political activity.

#### **Records:**

6. The Grantees must keep proper and up to date records and accounts that show how the grant from the Council is being used. The Grantees shall make its financial records showing how this grant is being used available to the Council for inspection at reasonable notice.

#### **Council Expectations and Grantee Obligations**

7. The Grantee and any person operating on behalf of the Grantee shall carry out the Project with reasonable care, skill and diligence and in accordance with the Project application and the terms of this Agreement.

8. The Grantees shall ensure compliance with all statute, common law, and other legal requirements relating to the Project. If the Grantee should have any queries relating to this provision please consult the Civic Pride Guidelines or contact Harriet Steele, [Harriet.steele@richmond.gov.uk](mailto:Harriet.steele@richmond.gov.uk) or telephone 020 8487 5259.
9. This is the Grantees Project and accordingly the Grantee must not hold itself (or allow any member of staff to volunteers) out as being the agent of the Council, or enter into any contract or other commitment on behalf of the Council.
10. The Grantee must ensure that where appropriate, publicity is given to the fact that the Council Civic Pride Fund is financially supporting your Project. Websites or pages about the Project should feature the Council logo - a logo will be supplied. Please contact Harriet Steele, [Harriet.steele@richmond.gov.uk](mailto:Harriet.steele@richmond.gov.uk) or telephone 020 8487 5259 for further guidance.
11. Where there is property involved the Grantee shall obtain all necessary consents in advance.
12. The Grantee shall take out and maintain suitable insurance for the Project, volunteers, assets and any liabilities the Grantee may have in relation to the Project. The Council accepts no liability for any consequences whether direct or indirect, that may come about from the Project, the use of the Grant or from the withdrawal of the Grant or the discontinuance of the Project. Subject to the foregoing, the Council's liability under this agreement is limited to the payment of the Grant.

#### **Protection of Children, Young People and / or Vulnerable Adults:**

For Projects involving working with children and vulnerable people:

13. The Grantee shall consider all and any possible risks involved in the Project activities and take appropriate action to protect everyone involved.
14. The Grantee shall comply and shall ensure that its staff, agents employees and volunteers comply with all statutory duties and have in place adequate protections to safeguard any children and vulnerable people from any harm. To this end the Grantee shall provide to the Council a copy of procedures and policies to ensure compliance with this clause as requested by the council from time to time.
15. The Grantee shall ensure that:
  - a) it holds a valid 'enhanced' check from the Disclosure and Barring Service (DBS), including a check against the adults' barred list and children's' barred list, as appropriate, for any individuals engaged in the activities, and that the level and validity of all such DBS checks is adequately monitored throughout the Project.
  - b) it does not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that that person would not be suitable to be involved in activities with children or vulnerable adults.
  - c) It informs the DBS as soon as possible if permission is removed for any person to carry out the activities funded by this Grant (or would have, if they had not ceased to carry out the activities), because of any concern that that person has harmed, or might harm any child or vulnerable adult, and

- d) it immediately provides the Council with any information that it might reasonably request to prove that these obligations have been met in this respect.

For further information and guidance on safeguarding please contact:

Regarding children: Sara Doyle, Head of Safeguarding and Family Support  
[sara.doyle@richmond.gov.uk](mailto:sara.doyle@richmond.gov.uk) ; Tel: 020 8891 7754

Regarding adults: Clare Mackie, Safeguarding Adults Coordinator  
[clare.mackie@richmond.gov.uk](mailto:clare.mackie@richmond.gov.uk) ; Tel: 020 8487 5378 Ext: 5378

16. The Grantee shall carry out full background checks on all and any volunteers who are working in childcare positions for the Grantee, whether this work is formal or informal and shall make any 'disclosures' as described in the Protection of Children Act 1999.

### **Monitoring and Evaluation:**

17. The Grantee shall provide a duly signed final report at the end of the Project, detailing outcomes achieved as set out in the Project application, with a breakdown of expenditure showing how the Grant was used. The Council will contact the Grantee with a monitoring report for this purpose.

### **Standard Payment Terms:**

18. The payment of the Grant shall be paid on return of signed terms and conditions of Grant unless otherwise agreed
19. The Grantee must spend the Grant within 12 months of the date that the Grant is formally awarded i.e. the date of the grant confirmation letter in accordance with the Project requirements.

### **General Provisions:**

20. This Grant Agreement shall be governed by and construed in accordance with the laws of England and the Grantee irrevocably submits to the jurisdiction of the English courts.
21. Nothing in this Grant Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it
22. Failure by the Council at any time to enforce the provisions of the Grant Agreement or to require performance by the Grantee of any of the provisions of the Grant Agreement shall not be construed as a waiver of any such provision and shall not affect the validity of the Grant Agreement or any part thereof or the right of the Council to enforce any provision in accordance with its terms
23. The Grantee shall not assign or sub-let the whole or any part of this Grant Agreement.
24. The Grantee shall not without the written consent of the Council during the contract period or at any time thereafter make use of for its own purposes or disclose to any

person (except as may be required by law), the provisions of the Grant Agreement which shall be deemed confidential.

**Special Conditions:**

**Declaration**

I confirm that I am authorised and have read and understood this agreement and accept the terms and conditions set out in the Project application and agreement. I confirm that the information I provide may be used for the purposes of the prevention and detection of fraud. I understand that it is an offence to provide false information and that I may be liable to prosecution and to repay the grant should I be found to have acted fraudulently.

Full name  Position

Signature  Date

**Please return this form with your signed Grant Acceptance form to:**

**Harriet Steele, Project Support Officer (Voluntary Sector)**  
Tel: 020 8487 5259 Email: [harriet.steele@richmond.gov.uk](mailto:harriet.steele@richmond.gov.uk)  
Voluntary Sector Liaison Unit, 3rd Floor, Civic Centre,  
44 York Street, Twickenham, TW1 3BZ