

Appendix 3 ***** Fund 2022/23

Terms & Conditions of Grant

'the Group' refers to the group bound by these terms and conditions and receiving the grant;

'the Project' refers to the Project in respect of which this grant was applied for and agreed to as detailed in the Group's application form (as may be varied by these terms and conditions);

'the Fund' means the Swansea ***** Fund grant scheme and shall where appropriate include reference to the Assessment Panel, authorised employees and agents of the grant schemes.

1. IN GENERAL

- a. The grant must be used exclusively for the Project and only by the Group and only in accordance with the details in the application form (and these terms and conditions). If the offer differs from details in your application variations are set out in your offer letter.
- b. No major change to the Project or its implementation may be made without prior consent in writing of the Fund.
- c. If the grant has been made for the purchase of equipment or other assets, the group will complete an asset register and may not sell those assets without prior permission of the Fund.
- d. The grant will not be increased in the event of an over-spend on the Project.
- e. The grant must be shown separately as a restricted fund in the Group's annual accounts and not included under general funds. The Group does NOT need to open a new bank/building society account.
- f. The grant money must be spent within the agreed time period.
- g. If the Group spends less than the entire grant on the Project, the unspent amount must be returned to the Fund promptly.
- h. Awarding a grant for a feasibility study or pilot project does not represent any commitment by the Fund to award a grant for any subsequent project.
- i. The Group must not without written agreement of the Fund change its constitution as regards its purposes, or any other significant change, during the period of grant.
- j. No expenditure incurred prior to the date of the offer letter can be paid for out of the grant.
- k. The Group must inform the Fund of any offers of funding for the Project received from anyone else that duplicates the funding providing by Swansea ***** Fund grant.
- l. The Fund is not liable for losses arising from any delays in making grant payments.

2. PUBLICITY

- a. The Group must acknowledge support of this grant in its annual report and accounts that cover the period of this project.

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- b. The Group should acknowledge support by the Fund in any articles, publicity or press releases that refer to the Project.
- c. Any publication financed or part-financed by the Fund should contain acknowledgement of support by the Fund.
- d. Where possible logos should be included for Swansea Council (available on request). If this is not possible for good reason the Group should include the following statement:

‘This (project/group/publication) is(was) supported by Swansea ***** Fund.’
- e. The Group should keep a record of all publicity documents, press releases, reports etc as evidence.
- f. The Fund may use the name of the Group and its Project in the Fund’s publicity materials. We will be sensitive to situations where confidentiality is a particular issue.

3. MONITORING

- a. The Group must retain all documents relating to the grant award for at least seven years. Relevant documents may include invoices, proof of payment, receipts, bank statements, staff time sheets, salary details and any other supporting documentation to identify all expenditure claimed on the project.
- b. The Group will monitor the success of the Project against agreed targets and complete regular monitoring forms including an End of Grant form. The forms will be supplied by the Fund.
- c. The Group must supply copies of receipts or other proof of purchase for the total value of the grant award that show how the grant has been used. These are to be submitted with the completed monitoring forms.
- d. The Group may be asked to provide further financial or other information to help the Fund monitor and evaluate the project and its grant programme.
- e. The group must be aware that monitoring information supplied will be shared via the councils internal reporting systems, including Scrutiny and Council, these are public meetings therefore information supplied will be in the public domain and may be picked up by media outlets.

4. PAYMENT OF GRANT

- a. Payment of the grant will be made via BACS system
- b. Payment can only be made into a bank account or building society account bearing the Group’s name and which has joint signatories duly authorised.

5. WHEN GRANT PAYMENT WILL BE MADE

- a. Grants will be paid in one payment in advance, unless otherwise agreed.
- b. The Fund will pay the grant on receipt of signed acceptance of the offer and appropriate monitoring forms.

6. CIRCUMSTANCES IN WHICH A GRANT MAY BE WITHHELD OR HAVE TO BE REPAYED (at the Fund’s discretion)

- a. If there is any breach of any of these terms and conditions.

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- b. If the application form was completed dishonestly, incorrectly or misleadingly.
- c. If the Group ceases to operate, is dissolved or insolvent, or is put into administration or receivership or liquidation, or an arrangement is made with its creditors.
- d. If the Group fails to complete the Project within the agreed time period.
- e. If members of the governing body, volunteers or staff of the Group have acted dishonestly or negligently in respect of their work for the Group at any time during the Project period.
- f. If the Group is found not to be taking positive steps to ensure equal opportunities in its own employment practices and delivery of and access to its services.
- g. If the groups is found to be not acting in accordance with its own stated and supplied policies
- h. If the Group receives duplicate funding from any other source for the same Project.
- i. If the group fail to supply monitoring information when requested

7. SPECIAL CONDITIONS

Any special conditions are detailed in the accompanying Offer of Grant letter.

8. DURATION OF THIS GRANT AGREEMENT

The terms and conditions of this Grant Agreement will prevail and remain in force as follows:

- So long as any Grant funds remain unspent
- Until a satisfactory End of Grant form has been received.
- In the case of capital assets acquired with the aid of Grant Funds, for the normal usable life of the asset concerned.

The signatories to this form agree to be legally bound and liable to the Fund and the Council in respect of the terms and conditions contained herein on behalf of the Group

SIGNED.....

WITNESS.....

Date.....

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Bank Account Details – Funds will be paid directly into the Bank Account of the Recipient so accuracy of information supplied is essential. Please supply:

Bank Account Name:

Bank and Branch:

Sort Code:

Account Number:

Please return the Scanned signed, witnessed hard copy via email mail to;

Spencer.martin@swansea.gov.uk