

ACCEPTING A GRANT

TERMS AND CONDITIONS

The Crossdykes Community Benefit Fund (CCBF) standard terms and conditions of grants are provided below. These relate to grants to groups and organisations, NOT to individuals. If you have been offered a grant, please read these and ensure you can meet them before accepting the grant.

1. Timescales

- 1.1 The grant must be spent by the date stated in your offer email unless an extension is agreed in writing by Crossdykes Community Benefit Fund (CCBF).
- 1.2 Should all or any part of the grant not be spent by that date, you will inform CCBF and request an extension to the grant period or repay the unspent funds. CCBF is not obliged to extend the grant period.

2. Legislation and Liability

- 2.1 Your grant is awarded based on the information you supplied to CCBF at the time of your application and during the assessment of that before the grant is offered. If any of this information is subsequently found to be misleading, inaccurate or false, then the grant must be returned to CCBF in full.
- 2.2 You undertake that any volunteers, persons employed or contracted to carry out work paid or otherwise linked to the grant will be suitably qualified and trained to do so. This may include, but is not limited to, accreditation to or membership of relevant trade bodies or quality assurance schemes.
- 2.3 The Grantee is responsible for ensuring that appropriate insurance cover is in place for all buildings, property, and contents funded or used in connection with the grant. This includes, but is not limited to, buildings insurance, contents insurance, and any other relevant coverage. Additionally, the Grantee must have adequate Public and Employers Liability insurance in place as required for their activities. CCBF accepts no liability for any loss, damage, or claims arising from inadequate insurance arrangements.
- 2.4 CCBF, its donors and clients, will, under no circumstances, be liable for any damage, injury or loss of any kind whatsoever to any property or persons occurring as a result of activities undertaken with this grant.
- 2.5 CCBF is opposed to slavery and human trafficking in all its forms. Where relevant all of CCBF funded organisations are asked to consider how they review their supply chains and take a proactive approach to preventing modern-day slavery and human trafficking.



2.6 The Grantee must notify CCBF as soon as reasonably practicable if a serious safeguarding incident occurs during the term of the grant. A serious safeguarding incident is defined as any non-routine incident for the organisation, including confirmed or alleged incidents, which has caused or may cause harm to individuals. While CCBF recognises that some organisations may deal with safeguarding matters regularly, only serious incidents are required to be reported under this condition.

3. Use of Funds

- 3.1 The grant must not be used for any purpose other than that specified in your offer email unless agreed in writing with CCBF. If any part of the grant is not used for the purpose specified above, or other purposes agreed with CCBF, it must be paid back to CCBF.
- 3.2 You undertake that any persons employed or contracted to carry out work paid for with the grant will be suitably qualified to do so. This may include, but is not limited to, accreditation to or membership of relevant trade bodies or quality assurance schemes.
- 3.3 In the event of your organisation being wound up, CCBF will be informed immediately. In such cases, any unspent grant funds must be returned to CCBF also refer to Section 8 below on Assets Purchased.

4. Projects involving Buildings and Land

- 4.1 Where the grant is towards the alteration or improvement of buildings or land, you confirm that your organisation owns or otherwise holds secure tenure over the site as necessary, such as through a lease. You confirm that such ownership or agreement enables your use of the site for a sufficient period to enable the delivery of, and anticipated impact from, the project for which the grant is awarded.
- 4.2 Where the grant is towards the purchase of a property, you will confirm clean title by obtaining a certificate of title from the Solicitor acting on your behalf (or by another appropriate method) at your organisation's own cost.
- 4.3 For large or complex projects involving building or land, and where not already set out under the additional conditions in your grant offer email, a payment schedule will be agreed between you and CCBF, setting out grant instalments against key milestones. Each instalment will be paid out following the submission of evidence that the relevant milestone has been achieved.
- 4.4 Where these have not already been submitted with your application, you will provide the following where applicable, to be agreed with CCBF, or as set out under any additional conditions in your grant offer email. Grant payments may be contingent on the provision of these, as part of any agreed payment schedule:



- Copies of bill of quantities and related tendering documentation, and a report on the process for awarding the contract(s).
- Copy of your selected contractor's / contractors' professional indemnity insurance cover.
- Copies of architect's completion certificates or of bills for work carried out if an architect's certificate is not necessary.
- Copy of planning permission granted, building warrant approval, or listed building consent.

5. Progress and Reporting

- 5.1 The grant is offered subject to satisfactory progress against any plans you supplied to at the time of application or agreed with CCBF during the assessment of your application or at the grant offer stage.
- 5.2 To help CCBF report to donors on the impact a grant has had, a monitoring report should be completed and submitted to CCBF by the date stated in your offer email. You will be sent a monitoring report for completion towards the end of your project or you can get one by emailing grants@ccbf.org.uk.
- 5.3 If your grant period is greater than 12 months, you will be asked to provide interim monitoring reports. These should be completed and returned to CCBF as set out in your grant offer email. You will be an interim monitoring report around four weeks before it is due.
- 5.4 CCBF reserves the right to share monitoring information with any donor who has provided the funds for your grant. If either CCBF or a donor is not satisfied with the information provided or feels that the project is not making satisfactory progress towards any targets/milestones set out in your application, your grant may be withdrawn and/or no further payments made. Please note this would be a last resort and CCBF will always endeavour to work with you to address any problems before this happens. It is important that you tell CCBF immediately of any problems or challenges involved in delivering your project. If your grant is withdrawn, the reasons for this will be given in writing.
- 5.5 Your organisation will participate in any reasonable requests by CCBF, the donor providing your award or its representatives to provide information on the project, organisation or its activities either before or after the grant period comes to an end. This may include requests for information to be provided in writing or verbally.
- 5.6 Your organisation will comply with any reasonable request by CCBF or the administrators of CCBF to visit your funded project.



5.7 CCBF may carry out spot checks on organisations to request copies of any receipts, invoices, bank statements and annual accounts linked to the grant funding. In addition, third party donors contributing to some of the funds administered have their own corporate compliance requirements and as part of that may also require you to provide this evidence. You must therefore keep all records pertaining to your grant for a minimum of six years and be prepared to submit these on request or otherwise make these available for inspection.

6. Acknowledgements and Publicity

- 6.1 Crossdykes Community Benefit Fund should be acknowledged in connection with the grant award by using the wording 'Funded by Crossdykes Community Benefit Fund'. The CCBF logo should also be used whenever possible and can be obtained by emailing grants@ccbf.org.uk. Acknowledgement of funding includes publicity in any media, publications or other outlets.
- 6.2 Telling others about the impact of the grants made and the valuable work you do is really important. We may share your stories with the donors, to inform them how their funds are invested.
- 6.3 It would also be extremely helpful if you could provide photographs or video recordings that help illustrate your project and demonstrate its benefits, to be used by CCBF for publicity purposes. If you are happy for your imagery to be used for publicity purposes, please submit a photo/video consent form which can be accessed <u>here</u>. This is required for all photos or video recordings featuring clearly identifiable individuals.
- 6.4 You are requested to invite CCBF representatives to attend any promotional or public launch pertaining to this grant award.
- 6.5 You are requested to email CCBF (grants@ccbf.org.uk) a copy of any literature or materials produced with the grant and/or notification of any related website featuring the project that the grant is contributing towards.
- 6.6 You will give recognition of the support of Crossdykes Community Benefit Fund in your organisation's annual report.

7. Accounting

- 7.1 Your organisation will show the grant income as restricted in its accounts and include a note in its annual accounts showing that the grant is provided by Crossdykes Community Benefit Fund.
- 7.2 If the grant is paid over more than one year, a copy of your organisation's audited or independently examined (as appropriate) accounts should be sent to CCBF within nine months of your accounting year end for each accounting year (as observed by your organisation) in which grant payments are made.



8. Assets Purchased

- 8.1 Any asset(s) (items such as property, vehicles or equipment, or licenses or intellectual property) purchased with the grant will not be sold, gifted or otherwise disposed of to any other organisation or individual within the appropriate financial life (based on accepted depreciation rates) of the asset or within a ten year period, whichever is the longer, without CCBF's prior approval in writing.
- 8.2 If your organisation is wound up, any equipment purchased with the grant will be made available to redistribute to another organisation (to be agreed with CCBF) operating within the geographical area supported by CCBF. CCBF will agree the organisation to which it is made available.
- 8.3 Any asset purchased using the grant must never be sold or gifted to the financial gain of an individual or individual(s).

9. Payments

- 9.1 All payments will be made by Bank Transfer (BACS). If you have not done so already, you must provide a scanned copy of a bank statement from within the last three months to CCBF. Once you have accepted the award and met any pre-payment conditions, as stated in your offer email, a remittance advice will be emailed from grants@ccbf.org.uk to the email address that you provided for your organisation.
- 9.2 If the grant is to be paid in instalments this will be set out in a payment schedule to be agreed between you and CCBF or as set out in your grant offer email. Where the circumstances of your project have changed since your application, payments and their timing may be amended by mutual agreement between you and CCBF.
- 9.3 The funds to award your grant are provided to Crossdykes Community Benefit Fund by a donor who has signed an agreement with Crossdykes Community Benefit Fund committing to the provision of the necessary funds. In the unlikely circumstance that the donor defaults on that agreement while some or all of your grant remains unpaid, Crossdykes Community Benefit Fund will make every effort to ensure your grant is paid. However, Crossdykes Community Benefit Fund will not be bound to make further grant payments in such circumstances, and will not be liable for any damage, injury or loss of any kind whatsoever to any property or persons occurring as a result of its inability to make such further payments in such circumstances.