

TERMS AND CONDITIONS OF FUNDING FOR GROUPS AND ORGANISATIONS.

If the grant receiving organisation (“you”) accepts a grant from The Sutton Coldfield Charitable Trust (SCCT), it will be on the understanding that you have agreed the following terms and conditions:

These terms and conditions must be signed by an authorised representative of the grant receiving organisation.

1. The offer of the Grant will be accepted within two weeks of the date of these terms being issued.
2. Please provide your bank details, providing either a copy of a recent bank statement or paying in slip for the account into which the grant is to be paid. If there is a valid reason why you cannot produce a bank statement, then we should be able to accept a letter from your bank that clearly states that the account belongs to your organisation.
3. The grant will be used only for the purpose specified in the approved application, and no other purpose. The offer letter, which confirms the award, will also explain if the Sutton Coldfield Charitable Trust (SCCT) wants you to alter and part of this application.
4. Acceptance of these Terms of Grant also includes acceptance of any additional and specific conditions set out in the offer letter sent by SCCT.
5. No major change can be made to the approved purposes of the project without the express written approval of SCCT.
6. You will seek relevant advice and comply with any relevant legislation affecting the operations of the project.
7. You will not sell or otherwise dispose of any equipment or other assets purchased with the grant without the express written approval of SCCT. If we sell any equipment or assets, we may have to repay a part of any money so received.
8. You confirm that the project has not started and no purchase or order of any goods or services specified by this approved application has been made before we received the offer letter confirming the grant.
9. You will inform SCCT of any changes to our bank or building society accounts.
10. You will acknowledge SCCT in your Annual Report, your Chair or Secretary’s report at the AGM, the accounts covering the grant period, and in any publicity material you produce about the project.

11. By accepting the grant, you agree to the Trust passing on your details to our Communications Lead who may contact you to publicise the project and the grant awarded. You also agree to completing and returning the Media Consent Form sent by the Trust.
12. Unless otherwise agreed in advance by SCCT, you will spend the grant by the Grant Expiry Date as detailed in the grant offer letter.
13. You understand that if the total grant awarded is not spent, SCCT will writeback any underspend.
14. You will monitor the project, and complete and return all required Monitoring Reports to the schedules provided.
15. You understand that SCCT will not increase the amount of the grant if you overspend.
16. You agree to document project expenditure in line with the Payment Guidance Document received at the time of the grant award.
17. Upon completion of the project, you will keep all financial records and accounts, including receipts for items bought with the grant, for at least two years from receipt of the grant. You understand that this does not release us from our legal responsibility to keep records for a longer period.
18. **For property grants over £45,000:** If the property is sold or ceases to be used for the purpose for which the grant was made, 10% of the total amount of the award must be repaid by the recipient for each complete year remaining out of the total of 10 years from the date of the first drawdown of the grant.
19. As grant holders, you are responsible for all matters relating to Equality, Diversity and Inclusion, Safeguarding, Health and Safety, VAT, Employment, Data Protection, Risk Assessments, Legislation and Liabilities both internally and to third parties and for ensuring that the grant is used in accordance with all applicable Laws, Planning Requirements, Licences, and Regulations. Upon request you must demonstrate the enforcement of your Safeguarding and EDI policy if necessary.
20. Where appropriate, and in all instances where individuals employed or engaged by the Grantee, may work unsupervised with young people/ other potentially vulnerable individuals, SCCT expects the Grantee to obtain Disclosure and Barring Service (DBS) checks prior to the commencement of work.
21. The Trust expects to be informed of any serious incident report your organisation makes to the Charity Commission during the lifetime of the grant (or similar report to another Regulator).

22. SCCT may withhold the grant, or ask you to repay the grant, in whole or part, in the following circumstances:
- I. If you fail to keep this contract in any way.
 - II. If the application form was completed dishonestly or the supporting documentation gave false or misleading information.
 - III. If you fail to complete the project within the agreed period.
 - IV. If you fail to document project expenditure and complete and return the required monitoring forms.
 - V. If you close, become insolvent, go into administration, receivership, or liquidation (sequestration), or make arrangement with creditors.
23. If your group closes, you will not sell or otherwise dispose of any equipment and assets without first receiving the specific written agreement of SCCT.
24. These terms and conditions will apply until you have spent the entire grant and SCCT has received and approved your Monitoring Report. If we bought any equipment or assets with the grant, these terms and conditions will apply until the end of the working life of the assets.

Name of Organisation:

Name of Signatory:

Position:

Signature:

Date: