

Appendix 2 TERMS AND CONDITIONS OF GRANT

(In these terms and conditions, Sheffield City Council is referred to as “us” or “we”, and you, the Recipient being awarded a Grant, is referred to as “you”. We refer to the project, event or activity described in your application, or as otherwise agreed between us, as “the Project”)

1. By accepting the Grant, you agree to:
 - 1.1. co-operate with us in respect of the Project at all times;
 - 1.2. hold the grant on trust for us and use it only for costs incurred in respect of the Project;
 - 1.3. use the Grant only for costs incurred after the date of your Grant Offer Letter and only during the Grant Period;
 - 1.4. seek to ensure value for money in all Grant spend;
 - 1.5. provide us promptly with any information and reports including relevant monitoring information we require about the Project and its impact on the community, both during and after the end of the Grant Period;
 - 1.6. work with any third party we may contract with or appoint in respect of this grant programme;
 - 1.7. obtain our written consent before making any significant changes to the Project or to the status, ownership or constitution of your organisation;
 - 1.8. obtain our written consent before disposing of any asset with a value of £1,000 or more (at the time of purchase) which has been paid for using the Grant;
 - 1.9. let us know immediately in writing about any significant issues, risks or delays with the Project or about any fraud, other impropriety, mismanagement or misuse in relation to the Grant or any legal claim and/or investigation made or threatened against you, any member of your governing body, or any organisation, employee or volunteer working on the Project;
 - 1.10. obtain appropriate licences and permissions (where required) and comply with all applicable laws when carrying out your Project, act in accordance with best practice and guidance from your regulators (where applicable), and follow any guidelines or requirements issued by us in relation to the Project or use of the Grant;
 - 1.11. *(this clause only applies to unincorporated associations)* adhere to any internal rules you have in place (including but not limited to any constitution or other governing document/s);
 - 1.12. advance equality of opportunities in line with the law and any guidelines issued by us;
 - 1.13. acknowledge our provision of the funding in any publicity surrounding the Project and comply with any publicity or branding requirements we notify to you in respect of the Grant;
 - 1.14. immediately return any overpayment of the Grant, or any part of the Grant that is not used for your Project or that has not been spent by the end of the Grant Period, unless agreed otherwise by us in writing;
 - 1.15. where your Project involves working with children, or adults at risk, comply with our safeguarding policy/policies available on our website and carry out background checks for all employees, volunteers, trustees or contractors as required by law and good practice guidance from your regulator(s) (where applicable);

- 1.16. comply with all applicable data protection legislation in delivering the Project, including the UK GDPR and the Data Protection Act 2018; For the purposes of your obligation under this clause 1.16, you are the Controller of any Personal Data processed by you in connection with the Project. To the extent you share with us or we share with you any Personal Data about staff and partners involved in the Project or other Personal Data relating to the administering of the Grant, you and us are each separate independent Controllers in respect of such data;
- 1.17. treat the Grant as a restricted fund and record it as such, separately, in your organisational accounts;
- 1.18. keep accurate and comprehensive records about your Project both during the Project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the Grant such as original receipts and bank statements and such other information reasonably requested;
- 1.19. allow us and/or the Comptroller and Auditor General reasonable access to relevant premises and systems to inspect the project and grant records. You agree that it may be necessary for you to share relevant Personal Data (as defined in the UK GDPR) with us in order to fulfil your obligations under this Clause 1.19. You will be transparent about your obligations under this clause with your beneficiaries (Data Subjects (as defined in the UK GDPR)) and ensure you have a lawful basis to share any relevant Personal Data with us in order to comply with this clause; and
- 1.20. us publicising and sharing information about you and your Project including your name and images of Project activities. You hereby grant us a royalty free licence to reproduce and publish in any format any Project information you give us. You will let us know when you provide the information if you don't have permission for it to be used for these purposes.

2. You acknowledge that in the situation/s listed below we are entitled, upon giving you written notice, to:

- immediately suspend or terminate the Grant;
- require you to immediately repay all or any of the Grant;
- transfer to the Council the ownership of any assets paid for using the Grant; and/or
- impose additional conditions.

You must notify us immediately in writing if you know if any of these situations have occurred or are likely to occur:

- 2.1. You use the Grant in any way other than as approved by us or fail to comply with any of these terms and conditions, or any additional conditions set out in our Grant Offer Letter to you;
- 2.2. You fail to make good progress with your Project or are unlikely in our view to complete the Project or achieve any impacts agreed with us;
- 2.3. You have match funding for the Project withdrawn or receive or fail to declare any duplicate funding for the same Project costs as funded by the Grant;
- 2.4. You provide us with false or misleading information, either on application or after award of the Grant, act dishonestly, or if you or anyone involved in the Project or your organisation is under investigation by us, a regulatory body or the police;
- 2.5. You do or fail to do anything that does or may bring us into disrepute, or which we consider for any reason puts public funds at risk, or we terminate or suspend any other Grant we have given you;
- 2.6. You enter into, or in our view are likely to enter into, administration, liquidation, receivership or dissolution. Or, in the case of an unincorporated association, you wind up the association or are likely to in our view;

- 2.7. You receive any Grant money incorrectly either as a result of an administrative error or otherwise. This includes where you are paid in error before you have complied with your obligations under these terms and conditions and Grant Offer Letter. Any sum, which falls due under this Clause 2.7, shall fall due immediately. If you fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.
- 2.8. As an alternative to requiring any assets to be transferred to the Council under this clause 2, the Council may at its discretion provide written consent to such assets being transferred to a named third party.
3. You acknowledge that by accepting this Grant:
 - 3.1. your organisation is able to deliver the Project for which you have sought the Grant;
 - 3.2. you agree to perform that Project in full;
 - 3.3. *(this clause only applies to unincorporated associations)* notwithstanding whether they have each signed the Grant Offer Letter, the individual members of the unincorporated association in receipt of the Grant shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement;
 - 3.4. the Grant is not consideration for any taxable supply for VAT purposes. In the event VAT is held to be chargeable, the Grant payment/s made by us to you shall be deemed to be inclusive of any VAT, and you understand that our obligation does not extend to paying you any amounts in respect of VAT in addition to the Grant;
 - 3.5. the Grant is for your use only and you may not share or transfer the Grant (or any part of it) to anyone else unless approved in advance by us. If we agree to you sharing or transferring the Grant, you are responsible for ensuring that your partners and other recipients of the Grant accept and comply with these terms and conditions and follow any guidance issued by us. If they fail to do so, we may exercise our rights in Clause 2, including to terminate the Grant and require repayment;
 - 3.6. we will not increase the Grant if you spend more than the agreed budget on your Project and require you to immediately inform us in writing if you are likely to exceed the agreed budget; and
 - 3.7. we have no liability for any costs or consequences incurred by you or third parties that arise either directly or indirectly from the Project, nor from non-payment, late payment or withdrawal of the Grant, save to the extent required by law.
4. These terms and conditions, along with the Grant Offer Letter and the Acceptance of Grant Offer Declaration, form the entire agreement relating to the Grant. They will supersede any previous correspondence and understandings between you and us. However, this does not exclude the liability of either party in respect of any previous fraud or fraudulent misrepresentation. The provisions of these conditions shall survive termination or expiry of the agreement entered into when you complete the Acceptance of Grant Offer Declaration.