

Standard Terms and Conditions of Grants

CAPACITY BUILDERS (UK) LIMITED STANDARD TERMS AND CONDITIONS OF GRANT APPLYING WITH EFFECT FROM 1 APRIL 2009.

Introduction

The following terms and conditions apply to organisations due to be funded and should be read in conjunction with the formal offer of grant made by Capacity Builders UK Limited (“**Capacitybuilders**”).

You should retain a copy of the Offer and the Standard Terms and Conditions for reference.

DEFINITIONS

For the purpose of these Standard Terms & Conditions and the accompanying Offer Letter the following expressions shall have the following meaning:

“Agreement”	means the contractual arrangements set out in the Offer Letter and these Standard Terms and Conditions;
“Budget”	the agreed budget for the Work Programme;
“Grant”	means the total amount of the Grant referred to in the Offer Letter awarded to assist the Organisation to finance the Work Programme;
“Offer Letter”	means the offer letter sent to the Organisations confirming the Grant and enclosing these Standard Terms & Conditions;
“Organisation”	means the organisation to which the Grant is made (sometimes referred to as “you” or “your”, as the context requires, throughout this Agreement);
“Term”	the term of the Grant as referred to in the Offer Letter;
“Work Programme”	the agreed programme of works to be undertaken by the accountable body and to be funded by the Grant

TERMS AND CONDITIONS

Restrictions on how the grant may be used

1. You should ensure that you receive our formal agreement to your proposed Work Programme and budget before committing to any expenditure. You may not use the Grant for any activities other than those specified in the agreed Work Programme
2. No aspect of the activity funded by the Grant may be party-political in intention, use, or presentation.
3. The Grant may not be used to support or promote religious activity.

The Grant-holder's Responsibilities to Capacitybuilders

In return for the Grant offered, you agree to:

4. Complete the Work Programme, within agreed timescales, and report any material variations to work funded by the Grant when they occur or as soon as it becomes evident that a variation is likely to occur.
5. Take all reasonable steps to insure against any risks which may arise in connection with any property of the Organisation or any activity undertaken by the Organisation which is grant-aided in whole or in part by the Grant. This includes any loss or personal injury to persons undertaking those activities. We reserve the right to require that you submit for inspection any relevant documents relating to insurance policies. We are not in any way liable for any contingency involving property or activities for which we have provided grant aid in whole or in part.
6. You should report progress on the Work Programme, including targets, outputs, monitoring arrangements and performance measures as agreed. Details of when such reports fall due and the format in which they should be presented will be explained in the offer letter or issued in due course. Please note that delay in providing the required information, particularly work programmes and budgets, may lead to Grant payments being withheld or withdrawn.
7. Where requested, provide copies of all papers and minutes of management committee / trustee / board / steering group meetings whenever these papers and minutes relate to work funded by the Grant.
8. Where requested, permit representatives of Capacitybuilders and/or any officer or officers of the Cabinet Office or their nominees, to observe the Grant-holder's management / trustee / steering group meetings whenever these meetings are to discuss work supported by the Grant.

Accounting for the Money

9. Retain all invoices, receipts, accounting records, and any other documentation relating to the expenditure of the Grant, for at least two years after completion of the Work Programme, or six years after the end of the Grant period, whichever is the longer. If you are working in partnership and your partners wish to retain copies of accounting documentation, you should obtain from the partner an annual, written statement, signed by the partner's treasurer, of how the money was spent and a signed undertaking that the partner will retain such documents for the period prescribed above.
10. Permit, without charge, any officer or officers of Capacitybuilders or its nominees, the Cabinet Office, the National Audit Office or its nominees, to visit its premises and/or inspect any of its activities and/or to examine and take copies of the books of account and such other documents or records as in such officers' view may relate to the use of Grant. In addition, the Comptroller and Auditor General may carry out examinations into the economy, efficiency and effectiveness with which the Grant has been used.
11. Identify separately the value and purpose of the Grant in your audited accounts (or in the notes thereto) and in your Annual Report.
12. Maintain a record of your internal financial controls and procedures and provide us with a copy of them.
13. Send us, annually during the period of the Agreement, a copy of your Audited Accounts and Annual Reports.

Acknowledging the Grant in Publicity

14. Unless otherwise indicated, publicity and written material relating to work supported by the Grant should acknowledge the financial contribution made by Capacitybuilders.
15. All grant recipients should acknowledge the support of Capacitybuilders when producing any form of report, promotional, or publicity material in relation to their funded project, including press releases, leaflet, posters, brochures and annual reports. The support should be acknowledged through the use of the provided logos, which must be easily visible on all publications – and conform to our minimum size guidance. The guidelines and logo artwork are available to download via our website: www.capacitybuilders.org.uk or via email: info@capacitybuilders.org.uk. Any queries should be directed to the Communications team on: 0121 237 5100.

Data Protection

16. Both parties may collect personal data from the other party in the course of carrying out their respective obligations under this agreement. Each party may use and disclose such personal data for the purposes connected with this agreement.

Freedom of Information

17. Capacitybuilders is subject to legal duties under the Freedom of Information Act which may require you to provide us with information relating to this agreement, if we ask for it.

Intellectual Property Rights

18. We reserve the right to require that copyright and design rights in works created wholly with the Grant will be vested in the Crown.

Lawful conduct, Equal Opportunities in Employment, Use of Volunteers and Activities Funded by the grant.

19. You should ensure that anyone acting on your behalf complies with the law in the United Kingdom and in particular does not commit any act of discrimination rendered unlawful by the Sex Discrimination Act 1975, the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000), the Disability Discrimination Act 1996, and under the Employment Equality (Religions or Belief) Regulations 2003.
20. In respect of the activities supported by the Grant, you will ensure that there is no discrimination on the grounds of race, colour, ethnic or national origin, disability, age, gender, sexuality, marital status, or any religious affiliation, where any of these cannot be shown to be a requirement of the job, office or service in respect of employment, provision of services and the involvement of volunteers.
21. In addition, you should ensure that services provided by and through the Grant are underpinned by equality and diversity principles and accessible and appropriate to meet the needs of black and minority ethnic (including refugee and migrant), rural and faith communities.

Procurement Procedures

22. You should have such policies and procedures in place that will assure us that best value for money has been obtained in any procurement of goods or services funded by the Grant.

Purchases of Capital Equipment

23. You should notify us as to whether or not you are able to recover Value Added Tax (VAT) from HM Revenue & Customs. Where the VAT can be recovered on purchases of capital equipment, the Grant offer will be reduced accordingly. This is to protect HM Government against funding the same purchase twice.
24. If any capital asset costing more than £1,000 [one thousand pounds] is purchased with the Grant, the asset must not be sold or otherwise disposed of without our written agreement while the asset retains any value. Repayment of all or part of any proceeds of any disposal or sale may be required.

25. You should maintain a register of any capital assets costing more than £1,000 [one thousand pounds] purchased with funds from the Grant. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).
26. You must not attempt to raise a mortgage or other charge on assets funded by the Grant.

Paying the Grant to the Grant-holder

27. The Grant will normally be paid in advance of expenditure (but see 29 below).
28. We normally pay the Grant in quarterly instalments - in April, July, October and January - although we reserve the right to pay to a different schedule when necessary.
29. Grants for capital purchases are normally paid upon production of a receipted invoice or similar documentary evidence that the purchase has been made.

Repaying and recovering grant

30. We shall have the right to recover the Grant, in whole or in part, to the extent that it is not used for the purpose and activities as agreed, or in circumstances where we consider that any other terms or conditions of the Grant are not being fulfilled.
31. You should notify us as soon as it becomes apparent that the Grant is to remain unspent or is no longer required. Any portion of the Grant advanced but not used for the agreed purpose by the end of the financial year for which it is given may not be retained without our permission. We will not withhold permission unreasonably but the Grants are subject to HM Treasury accounting rules and may require the unspent portion of the Grant to be repaid in full.
32. If we consider that there is a substantial variation between your reported actual income and expenditure and the amounts forecast in your original application, we may vary, withhold or recover Grant payments in such proportions as appear reasonable. Virement of funds between agreed summary budget lines can only be made upon written authorisation from Capacitybuilders.
33. If your organisation is wound up or goes into liquidation (including being subject to an administration order) receivership, bankruptcy, enters into any compromise or other arrangement of its debts with its creditors, or is likely, in our view, to become unable to pay any of its debts then we will be entitled to recover the Grant paid and remaining unspent at that time.

Co-operation and Dispute Resolution

34. Both parties will use their best endeavours to uphold the principles and undertakings of the Compact on Relations between Government and the

Voluntary and Community Sector, and the associated Codes of Good Practice.

35. Both parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If we are unable to resolve a dispute within 28 days (at Board/Chief Executive/Director level) then both parties will attempt to settle it by mediation in accordance with the Compact Mediation Scheme as appropriate. Both parties will pay their own costs unless otherwise agreed in writing.

Third Party Rights

36. In accordance with the Contracts (Rights of Third Parties) Act 1999, it is not intended that any third party should have the right to enforce any part of this agreement. Both parties can agree to end or vary this agreement without the consent of a third party.

Termination of the Grant

37. Either party, with one month's notice in writing, may terminate this agreement. Reasons should be given.

Liability for Future Funding

38. There is no commitment to renewing or continuing financial support after the Term.

Signifying Acceptance

39. If you are in doubt about being able to meet any of these terms and conditions, or any of the terms in the Offer Letter, you should seek our advice before indicating your formal acceptance.
40. You should indicate acceptance of these terms and conditions by signing our formal Offer Letter.