



Heart of Bucks Grants - Standard Terms and Conditions

Background information

The grants that Heart of Bucks makes derive from funds from a number of different sources. The terms and conditions outlined here apply to all grants we award. If there are additional conditions that apply to the fund you are awarded a grant from, we will contact you to make sure you are happy to accept those before making payment to you.

Heart of Bucks always acts in good faith in working with our donors and carries out due diligence checks on the sources of funding we make available. If however, your organisation has specific restrictions on the sources of funds it will accept, please do contact us to discuss further before making your application.

We recommend that you download a copy of these Terms and conditions for your records.

Definitions

'Duplicate funding' means funding provided by a Third Party to You, for the same purpose for which our grant is made.

'You' and 'Your' means the person (individual) or organisation applying for a grant

'We', 'Us' and 'Our' means Heart of Bucks and includes our employees and those acting for us.

The 'Project' means the project, activity or service that you are applying for a grant for, as set out in your application form or proposal, together with any supporting documents such as budget information, a timetable and any other documents that set out how your Project will be managed ('the Project Proposal').

The 'Grant Agreement' includes and incorporates:

- These standard terms and conditions;
- The Offer Letter which sets out any additional conditions;
- The Project Proposal;
- Any other conditions we agree with you now or in the future.

Our grant offer and your project

We reserve the right to make grant offers to You on a conditional or pledge basis, which will only be released to you on satisfaction of the conditions We will notify You of.

Any grant offer We make relating to this application will remain valid for a period of ONE month from the date of offer unless otherwise stated. If We have not received all information from You to enable Us to make payment within this period, We reserve the right to withdraw any grant offer without further notice.

You must use any grant awarded exclusively for the activity and services outlined in your Project Proposal. If you spend less than the whole grant on the purpose for which it was awarded, you must return the unspent amount to us promptly.

If You want to alter the purpose or expenditure of an awarded grant in any way, You must contact Us to discuss the changes first. We will aim to be as flexible as possible, but cannot guarantee that any such change request will be approved.

Governance and accountability

You must ensure that You have a system of financial control in place. As a minimum, a segregation of duties should be in place where the person making the payment is different from the person who has approved the payment.

You must tell us if you are changing your governing document or the type of your legal entity. We will let you know if this affects your eligibility for our funding.

You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, HM Revenue & Customs, Information Commissioner, Fundraising Regulator or any other regulatory body.

In carrying out your activities or services, you must operate in a way which complies with all statutory requirements. This includes, but is not limited to, legislation or regulations governing the way you operate, the work you carry out, the staff you employ, or the goods and services you buy.

You must complete and return a grant monitoring form when asked to do so by Us. You should be available for visits within a reasonable time if a request is made by Us, for example, for a monitoring visit.

We will process data relating to Your organisation and grant application including outcomes achieved with any funding awarded by Us, as outlined in Our privacy notice. You must tell us if any of your contact details change.

Marketing and branding

We and Our funders may use the information provided in Your application (excepting any personal data) to promote the fund/s and Our activity.

You must mention Us in any publicity generated regarding the project we have helped to fund, and must follow our branding and publicity guidelines. Our logos and guidelines are available on our website or by request to marketing@heartofbucks.org.

If the conditions of any grant awarded require You to mention any other funder or funding programme specifically, We will notify You of this when We write to offer You a grant.

Default notice

An Event of Default occurs if you are awarded a grant by Us and:

You fail to comply with any term or condition of this Grant Agreement; or

You fail to complete the Project or have failed to make satisfactory progress with the Project or any part of it, in accordance with any agreed timetable; or

any information given or representations made by You to Us are found to be incorrect or incomplete to an extent which We reasonably consider to be material; or

You fail to take adequate measures to investigate and resolve any reported Financial Irregularity; or

You cease to operate and / or change the nature of Your operations to an extent which We reasonably consider to be material, including if You (or any substantial part of Your operations) merge with or are taken over by another organisation; or

before the end of the Funding Period You:

- Are subject to a proposal for a voluntary arrangement or have a petition for an administration order or a winding up order brought against You;
- Pass a resolution to wind up Your business;
- Are subject to the appointment of a receiver, administrator or liquidator; or
- Are unable to pay Your debts as they fall due; or
- You receive funding from any other source for the Eligible Expenditure which is funded by the Grant; or
- You are involved in illegal activity in Your administration of the activity or service; or
- You take any actions which in Our reasonable opinion are likely to bring Our name or reputation, or that of the funders, into disrepute, or which pose a risk to public money; or
- You are otherwise in material breach of this Grant Agreement.

If an Event of Default occurs, We may, at Our discretion:

- Suspend and withhold the payment of Grant for such period as We may determine;
- Require You to repay all or any part of the Grant that has been paid to You (or such lesser amount as We may determine) by issuing a demand for repayment.
- Give You an opportunity to rectify such breach or occurrence,
- Delay or defer any further payments of grant instalments to You until such time as the breach has been remedied; and/or
- Terminate this Grant Agreement by serving written notice where the Event of Default is incapable of being remedied within the fund criteria or is not remedied within such reasonable period as We may determine.

Fraudulent applications

Both pre- and post-grant award assurance work will be completed to identify and recover fraudulent funds.

Providing false or misleading information on your application or in subsequent communications related to this fund could lead to funds being withheld or recovered.

Civil or criminal proceedings may be considered where necessary.

Duplicate and erroneous funding

You agree that You will not apply for, or otherwise seek to obtain, Duplicate Funding in respect of the activities or services for which We award a grant.

You will promptly notify and repay immediately to Us, any money incorrectly paid to You, either as a result of an administrative error or otherwise. This includes (without limitation), situations where You are paid in error before You have complied with Your obligations under the Grant Funding Agreement.

Any sum, which falls due under this paragraph, shall fall due immediately. If You fail to repay the due sum immediately [or within any other timeframe specified by Us] the sum will be recoverable summarily as a civil debt.