

Standard Terms and Conditions

Use of Grant

1. The Recipient shall use the Grant only for the delivery of the Project and in full accordance with these terms and conditions set out below and in the Grant Offer Letter including the schedules. The Grant shall not be used for any other purpose and shall not be transferred without the prior written agreement of the Council.

2. In the event there are any unspent agreed sums remaining after you have completed the programme, these can be retained by the school on the provision that these sums are only spent on activities which will benefit disadvantaged children, and schools will be expected to retain clear evidence of sums being spent on such activities, not general spending.

Payment of Grant

3. Following receipt of a duly signed and accepted Grant Offer Letter (including any Pre-Conditions set out therein) from the Recipient, and subject always to the terms of clause 16, the Council shall pay, or make available (as the case may be) the Grant to the Recipient. The Recipient agrees and accepts that payment, or availability of the Grant can only be made to the extent that the Council has available funds and no Grant shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.

4. Any liabilities arising at the end of the Project must be managed and paid for by the Recipient. No additional funding will be made available by the Council for the Project and the amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Project.

5. The Recipient shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Grant monies have been paid in error before all conditions attaching to the Grant have been complied with by the Recipient.

Monitoring and Reporting

6. The Recipient shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Grant.

7. The Recipient shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant for a period of at least six (6) years following receipt of the Grant. The Council shall have the right to review, at the Council's reasonable request, the Recipient's accounts and records that relate to the expenditure of the Grant and shall have the right to take copies of such accounts and records.

8. The Council and the WELL Board shall be entitled to closely monitor the delivery and success of the Project to ensure that the aims and objectives of the Project are being met and that these terms and conditions are being adhered to.

9. The Recipient shall within 28 calendar days of the Project end date submit a completed grant monitoring form in the format if required as set out in Schedule [3] of any related Grant Offer letter(s) and shall provide the Council with any additional financial and/or operational information on its use of the Grant and delivery of the Project at such times and in such formats as the Council may reasonably require.

10. The Recipient shall, on request, provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Grant Offer Letter.

Publicity

11. The Recipient shall acknowledge the Grant in its annual report and accounts.

12. The Recipient shall not make any announcement or public details of the Project without the prior written consent of the Council. In the event the Council grants such consent, the Recipient shall then acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

13. The Recipient agrees to participate in and co-operate with promotional activities relating to the Project that may be instigated and/or organised by the Council and agrees the Council may acknowledge the Recipient's involvement in the Project as appropriate without prior notice.

14. The Recipient shall comply (subject to the school's own internal policies) with all reasonable requests from the Council to facilitate visits, provide reports, statistics, photographs and case studies that will assist the Council in its promotional and fundraising activities relating to the Project.

Withholding or repayment of Grant

15. Without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold payment of the Grant and/or require repayment of all or part of the Grant if:

the Recipient uses the Grant for purposes other than those for which it has been awarded and or the Council considers that the Recipient has not made satisfactory progress with the delivery of the Project elements that the Grant has been awarded for;

- the Recipient (in the reasonable opinion of the Council) has failed to deliver any part of the Project and or has failed to deliver or perform any of the activities set out in Schedule 1 to this Grant Offer Letter;
- the Recipient obtains funding from a third party which, in the reasonable opinion of the Council, undertakes activities that are likely to bring the reputation of the Council or Project into disrepute;
- the Recipient has provided and/or provides the Council with any materially misleading or inaccurate information;
- the Recipient or any member of the governing body, employee or volunteer of the Recipient has acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Project or taken any actions which, in the reasonable opinion of the Council, bring or are likely to bring the Council's name or reputation into disrepute; or
- the Recipient fails to comply with any of the terms and conditions set out in this Grant Offer Letter.

16. Where the Council makes a demand for the repayment of the Grant or any part thereof the Recipient shall pay the demanded sum within fourteen (14) days of the demand.

17. The Recipient shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

18. Where the Council exercises its rights under clause 15, the Council shall not be liable to the Recipient under any circumstances, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any direct or indirect or consequential loss arising under or in connection with this Grant Offer Letter or Grant.

Freedom of Information and Data Protection

19. The parties acknowledge that they are both subject to the requirements of the Freedom of Information Act 2000 (FOIA), the Data Protection Act 2018 (DPA) and the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with each other (at their own expense) to enable each other to comply with any information disclosure requirements.

20. The parties shall provide all necessary assistance as reasonably requested by the other to enable it to respond to a request for information as soon as reasonably practicable after receipt and in any event within 5 calendar days of receiving a request for information under the FOIA, the DPA and/or the EIR.

21. The party which has received a request under the FOIA, the DPA and/or the EIR (**Receiving Party**) shall be responsible for determining at its absolute discretion whether information is exempt from disclosure in accordance with the provisions of the FOIA, the DPA or the EIR or is to be disclosed in response to a request for information. Each party acknowledges that it may be obliged under the FOIA, the DPA or the EIR to disclose information with or without consulting with the other party. The Recipient hereby acknowledges and accepts that the Council shall not be liable in any way to the Recipient for such disclosure.

22. Each party shall, at its own expense, ensure that it complies with and assists the other to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Anti-Discrimination

23. The Recipient shall comply with the Equalities Act 2010 and shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

24. The Council and the Recipient are committed to valuing and promoting diversity in service delivery practices, employment and the general environment. The parties are responsible for promoting open, inclusive and accessible service provision, staff development and valuing and respecting different cultures.

25. The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).

Dispute Resolution

26. In the event of any complaint or dispute (which does not relate to the Council's right to withhold the Grant, recover the Grant or terminate) arising between the parties to this Grant Offer Letter the matter should first be referred for resolution to a Director of WELL or any other individual nominated by the Council from time to time.

27. Should the complaint or dispute remain unresolved 14 days after first being referred to the Director of WELL or other nominated individual, as the case may be, either party may refer the matter to the Council's Director of Children and Families Services and the Chief Executive of the Recipient with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and the Recipient.

28. In the absence of agreement under clause 27, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed or determined, the parties shall bear the costs and expenses of the mediation equally.

Procurement

29. The Recipient shall ensure that it complies with the Council's requirements when purchasing goods or services which shall include:-

- For spending of less than £2,000, the Recipient shall obtain a written quotation prior to any expenditure;
- For spending of between £2,001- £50,000, the Recipient shall obtain 2 written quotes prior to any expenditure.

In the event there is only one suitable provider in the market relevant to the supply of a particular good or service, the Recipient shall keep a written record of this fact, and shall therefore not be required to obtain a second quotation.

Generally

30. This Grant Offer Letter shall not create any partnership or joint venture between the Council and the Recipient, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

31. Where the Recipient is neither a company, school nor an incorporated entity with a distinct legal personality of its own, the individuals who enter into and sign this Grant Offer Letter on behalf of the Recipient shall be jointly and severally liable for the Recipient's obligations and liabilities arising under this Agreement.

32. This Grant Offer Letter does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

33. Nothing in this Grant Offer Letter shall seek to exclude liability for death or personal injury caused by the liable party's negligence or frauds or any fraudulent misrepresentation.

34. The Recipient shall effect and maintain with a reputable insurance company a policy or policies of insurance in respect of all risks which may be incurred by the Recipient arising out of the Recipient's delivery of the Project, including death or personal injury, loss of or damage to property or any other loss.

35. This Grant Offer Letter and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non- contractual disputes or claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter (including non-contractual disputes or claims).

36. No failure or delay by either party to exercise any right or remedy under this Grant Offer Letter shall be construed as a waiver of any other right or remedy.

37. This Grant Offer Letter is personal to the Recipient. The Recipient may not, without the prior written consent of the Council, assign, transfer, or in any other way make over to any third party the benefit and/or the burden of this Grant Offer Letter or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.