



Standard Terms and Conditions for Grants

Standard Terms and Conditions for Grants

These standard terms and conditions for grants apply to all grant offers dated from 1 April 2013.

This document is important. It sets out the standard legal conditions of our grant offer to you. This is a legal document and you should ensure that you fully understand your responsibilities before accepting a grant from us.

If you have any general questions about this document please contact us on 020 3668 5753. However, if you need legal advice, please contact your solicitor.

If you do not have access to the internet or email, you can ask us for more information or documents by phoning 020 3668 5753.

Please contact us if you have specific needs and require this document in an alternative format.

1. Definitions

- 1.1 **'You'** means the person (individual) or the organisation that we have given a grant to.

- 1.2 **'We', 'us' and 'our'** means Creative and Cultural Industries Limited (company registration number 05122855, registered with the Charity Commissioners of England and Wales under number 1105974) whose registered office is at Creative & Cultural Skills, The Backstage Centre, High House Production Park, Vellacott Close, Purfleet, Essex RM19 1AS and includes our employees and those acting for us.

- 1.3 The **'Activity'** means the activity that we have agreed to give you a grant for, as set out in your application form together with any supporting documents you have supplied to us (the **'Proposal'**).
- 1.4 The **'Grant Agreement'** includes and incorporates:
 - 1.4.1 your Proposal;
 - 1.4.2 these standard terms and conditions;
 - 1.4.3 our Offer Letter which sets out any additional conditions.
- 1.5 If there is any conflict between those documents, the terms in our Offer Letter will prevail.

2. The Grant

- 2.1 The maximum amount of the grant is set out in our Offer Letter.
- 2.2 If you wish to accept our offer, you must do so within four weeks of receiving our Offer Letter. After that period, our offer will automatically lapse.
- 2.3 To accept our offer you must sign, date and return to us one copy of the Grant Agreement.
- 2.4 We will pay the grant in the instalments set out in the Offer Letter.
- 2.5 You must use the grant:
 - 2.5.1 only for the Activity;
 - 2.5.2 only for spending commitments you have made after the date of the Grant Agreement;
 - 2.5.3 not for any other purpose (including the purchase of goods).

- 2.6 You must tell us promptly about any changes to the information you have given to us, including any changes to your bank or building society details.
- 2.7 You must hold any unused part of the grant on trust for us at all times.
- 2.8 You must tell us if you receive any other funding for the Activity from any other source, and upon demand from us, pay back to us immediately the proportion of the grant that is no longer required.
- 2.9 If you spend less than the whole grant on the Activity, you must promptly return the unspent amount to us. If the grant part-funds the Activity, you must return the appropriate proportion of the unspent amount to us.

3. The Activity

- 3.1 You must obtain our written permission before making any changes to the Activity.
- 3.2 You must start the Activity within one month of receiving the first grant payment from us.
- 3.3 You must make satisfactory progress with the Activity and complete it on time. You must tell us immediately if anything threatens to curtail or delay the Activity.
- 3.4 You must ensure that all records, including financial records, relating to the Activity are accurate and up to date. You must keep these records for seven years after the Activity has finished.

- 3.5 You must maintain adequate insurance at all times and we may ask you to send us copies of the policies. This includes employee and public liability insurance.
- 3.6 You must give us, or any person nominated by us, access to all records relating to the Activity upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Activity has finished.
- 3.7 You must send us any information and records that we reasonably require to monitor your Activity and how the grant is being used.
- 3.8 You must provide us with a full report on the Activity within three months of completing it, using our standard report form which we will send to you or you can access from our website.
- 3.9 We may ask for proof of expenditure. If the grant was for more than £50,000 you must supply to us, if we request, a statement of income and expenditure certified by a qualified and independent accountant.
- 3.10 In carrying out your Activity, you must meet all laws regulating the way you operate, the work you carry out, the staff you employ or the goods and services you buy. For example, you are responsible for getting any licences, permissions and insurances that are necessary by law.
- 3.11 You must have appropriate policies in place at all times to help you comply with the law and good practice including, but not limited to:

- 3.11.1 Data protection;
- 3.11.2 Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;
- 3.11.3 Employment law;
- 3.11.4 Safeguarding young people and vulnerable adults.

4. Marketing and Publicity

- 4.1 You must acknowledge the grant publicly as appropriate and as practical and by following the guidelines we will provide. We give you permission to use the grant award logos but only to acknowledge and celebrate your grant award.
- 4.2 You must acknowledge our support (and the support of our funders) in any published documents that refer to the Activity, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the Activity.
- 4.3 You can download the logos and access full details of how to acknowledge our support at www.creative-employment.co.uk. Alternatively you can email us at cep@ccskills.org.uk or phone us on 020 3668 5753 for further information.
- 4.4 We will have the right to end your permission to use the Lottery grant award logo if our own permission from the Commission terminates or if you do not comply with the National Lottery grant award guidelines. We also have the right to end your permission to use any logo if your grant is withdrawn, suspended or terminated, or you breach the Grant Agreement. If permission ends, you must stop using the logo(s) immediately.

- 4.5 We acknowledge that you will own all rights in any materials produced for or relating to the Activity and in the Activity Proposal, including any intellectual property rights. You hereby grant us a non-exclusive, worldwide, royalty-free perpetual licence to reproduce any materials relating to the Activity and the Activity Proposal as we reasonably require for audit, grant management, marketing and publicity purposes. We may also share information with other funders, government departments, regulatory agencies, partners and others with a legitimate interest in public funding.

5. Additional Conditions for Organisations

- 5.1 You will ensure that you are at all times correctly constituted and that you can deliver the Activity under the terms of your constitution.
- 5.2 You must get our written agreement before:
- 5.2.1 changing your governing document, (unless you are a statutory organisation) concerning your aims, payments to members and members of your governing body, the sharing out of your assets (whether your organisation is dissolved or not), or the admission of any new members; or
 - 5.2.2 transferring your assets to, or merging or amalgamating with, any other body, including a company set up by you.
- 5.3 You must write to us as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Activity during the period of the grant (including any claims made against members of your governing body or staff concerning the organisation).

- 5.4 If you are an unincorporated group, you must provide us with written evidence that the person signing the Grant Agreement has the authority of the group to enter into the Grant Agreement on behalf of all the members of the group and that all members of the group will be jointly and severally liable under the Grant Agreement.
- 5.5 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 or any other regulatory body.

6. General Conditions

- 6.1 If you break any term and/or condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce this agreement only if we tell you in writing.
- 6.2 If you break this agreement, we can choose to treat that as you breaking any other grant agreements we have with you. This will allow us to take the same actions under those agreements that we may take under this agreement, including making you pay back the grant and stopping any future payments.
- 6.3 We get the funding we give to you from Arts Council England as a National Lottery distributor. We do not expect this funding to be reduced or stopped but, if it is, we may reduce or stop the proportion of your grant that is unpaid.

- 6.4 The Freedom of Information Act 2000 ('the Act') may apply to us. This means that any information you give us could be released to any person who asks for it under the Act. You must tell us if you think that any of the information should be confidential under any of the exemptions of the Act.

7. VAT

- 7.1 You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You will not charge us any amounts in respect of VAT in addition to the grant.
- 7.2 If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available to us and give us copies when requested.
- 7.3 If we have agreed to fund any or all of the VAT costs associated with your Activity and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.

8. Breaking these Terms and Conditions, and Suspending or Repaying the Grant

- 8.1 If you break any of these terms and conditions, we may, in our absolute discretion:
- 8.1.1 require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or
 - 8.1.2 stop any future payments; and/or
 - 8.1.3 end the Grant Agreement immediately.

8.2 We may recover the grant in our absolute discretion, if any of the following events occurs:

8.2.1 you close down your business (unless it joins with, or is replaced by, another business that can carry out the Activity and we have provided our prior written permission);

8.2.2 you make any changes to the Activity without first getting our written permission;

8.2.3 you use the grant for anything other than the Activity;

8.2.4 you do not follow our reasonable instructions;

8.2.5 you do not carry out the Activity with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your profession or line of work and in line with UK employment law;

8.2.6 you do not complete the Activity;

8.2.7 you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;

8.2.8 you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;

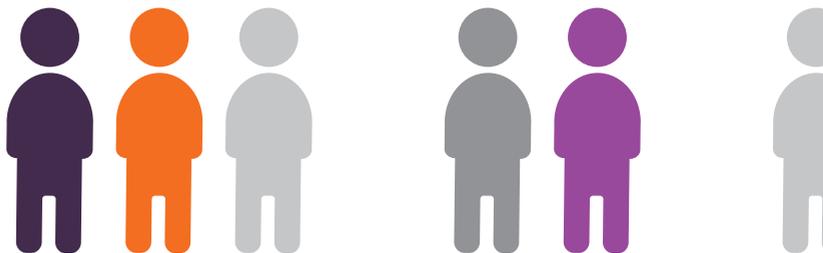
8.2.9 you act illegally or negligently at any time, and we believe it has significantly affected the Activity, or is likely to harm our or your reputation; and/or

8.2.10 without first getting our approval in writing, you sell or in some other way transfer the grant, your business or the Activity to someone else.

8.3 We will comply with our complaints procedure if you believe that we are in breach of any terms of the Grant Agreement.

9. Termination of the Grant Agreement

- 9.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- 9.1.1 for one year following the payment of the last instalment of the grant;
 - 9.1.2 as long as any part of the grant remains unspent;
 - 9.1.3 the expiry of the maximum period required under the Grant Agreement for asset monitoring;
 - 9.1.4 as long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Activity delivery).



Creative & Cultural Skills

The Backstage Centre
High House Production Park
Vellacott Close
Purfleet
Essex RM19 1AS

T: 020 3668 5753

E: info@ccskills.org.uk

Twitter: @ccskills

The Creative Employment
Programme is funded by
Arts Council England



Supported using public funding by

**ARTS COUNCIL
ENGLAND**