

Community First Neighbourhood Matched Fund

Terms and Conditions of Grant

Definitions

- The 'You' referred to in this document is the Grant Recipient
- 'CDF' refers to the Community Development Foundation
- All references to grants within this document refer to the Community First Neighbourhood Matched Fund

1. You must use this funding to carry out the tasks in relation to the Community First Neighbourhood Matched Fund grant funding programme, as set out in your application form. The grant must not be used for other purposes. If there are changes to your project then you must inform CDF of these. Approval of any change is at CDF's discretion. CDF reserves the right to suggest changes to the proposed tasks or any proposed changes if any of them fall outside of CDF's eligible criteria.
2. You must ensure the grant is not used for any purpose prohibited by the fund. **Purposes prohibited by the fund include:**
 - Goods or services that the grant recipient has a duty to provide.
 - CDF funding cannot be used to replace existing funding received by a group, nor can it be used to deliver activities that the group is already contractually obliged to deliver.
 - Items which are due to be paid for by other public or private sector grants.
 - Statutory fines, criminal fines or penalties.
 - Liabilities incurred prior to the date of this agreement.
 - Any professional marketing, advertising or promotional activity.

In practice this means that Community First grant cannot be spent on any of the following:

- Paid for advertising and marketing activity, such as notices in newspapers, journals, local radio spots etc.
 - Professional printing of publications, such as posters, leaflets and fliers
 - All paid for events, conferences and exhibitions, including hire of venues for purely promotional events
 - Professional web design.
- Payments to statutory organisations, such as Local Authorities, schools, the Police Force and arms length public sector organisations. This includes organisations that

are in any way controlled by, for example, a Local Authority, a Primary Care Trust or agencies of these.

- Any party political activity.
- Activity where the key purpose is to promote a religious doctrine or the beliefs of a particular faith.
- Commercial ventures.
- Organisations working in Scotland, Wales and Northern Ireland, or those that primarily benefit communities overseas in Europe or elsewhere. The grant must be used for activity within local communities in England.
- Certain types of activities that support Asylum Seeker groups. This funding cannot be used for the provision of services to asylum seekers when those services are inconsistent with immigration laws or Home Office policy. For the purposes of this fund, an 'asylum seeker' means a person who has brought an asylum or human rights claim in the UK which has not yet been determined by either the Secretary of State or relevant authorities. It also includes a person who is a dependant on such a claim. Further information can be found at: <http://www.ind.homeoffice.gov.uk>
- Funding of organisations which support or promote extremist views or which do not support the fundamental British values of human rights; equality before the law, democracy and full participation in UK society.

3. Acceptance of grant

In order to receive funding you need to:

1. Confirm that your group/organisation accepts the Offer of Grant and will abide by the terms and conditions stated in this document, via the online form.
2. Confirmation that the grant will not be used to fund any of the prohibited purposes as listed above in clause 2, via the online form.
3. Provide Bank details, via the online form.
4. Complete an agreement for bank account sharing (applicable only if your group does not have a bank account and another organisation has agreed to receive the funds on your behalf).
5. Provide the name of a trustee from your organisation, or the organisation who will hold your grant, who can validate the bank account details.
6. Confirmation that you have relevant insurance in place for the activities you are undertaking with this grant, specifying the amount of cover, via the online form. Please be aware that **no grant payment will be released until we receive the above information from you correctly completed** where appropriate. It is in your interests to return this information as soon as you can. If you are unsure about any of the above then please contact the Community First team at Communityfirst@cdf.org.uk

4. Financial requirements

- I. All Community First Neighbourhood Matched Fund grants will be paid in one instalment as soon as possible, provided all necessary documentation has been received. You must have an organisational bank account with two signatories before we can pay you the money, or have identified another organisation with a bank account who will accept the money on your behalf.
- II. All those in receipt of grants will submit a final monitoring report within one month of the completion of the project.
- III. You must spend your grant within the timescales given in your request for funding. If you need to extend this period, please contact for approval to do so. If you do not spend your grant, you must return the unspent funds to the Community Development Foundation so that we can pass it back to the Office for Civil Society. You cannot keep it to spend later.
- IV. Immediately notify us if you become aware of any fraud within your project by either staff, volunteers or Management Committee members. Where there is serious suspicion of fraud taking place, we will refer the matter to the Office for Civil Society, and payment of grant will be suspended while investigations take place. Grants will be withdrawn if fraud is found to have taken place, and any Community First Neighbourhood Matched Fund funding will be claimed back.
- V. You must co-operate with requests from the CDF to carry out a financial audit if required.
- VI. Keep separate and proper accounts for Community First Neighbourhood Matched Fund funding, with a clear audit trail (invoices, receipts, timesheets etc). Community First Neighbourhood Matched Fund must be listed separately in your accounts. CDF reserves the right to inspect these records, which must be kept for a period of seven years after the end of the project.
- VII. In relation to any goods or service purchased with this grant, you must make the payment for these within the time frame specified on the supplier's invoice, subject to relevant contracts being fulfilled.

5. Insurance, Health and Safety, UK law

- I. Ensure that your organisation has adequate insurance cover with an insurer of good repute to cover claims under this grant or any other claims or demands which may be brought or made against it by any person suffering any injury, damage or loss in connection with this grant.

- II. Keep names and addresses of staff and Management Committee members.
- III. Comply with your obligations under the Health and Safety at Work Act 1974 and have a written health and safety policy which all workers, volunteers or participants are made aware of on commencement of duties or beginning of activity.
- IV. Allow access to anyone carrying out Health and Safety audits.
- V. Ensure that you comply with UK laws and in particular do not commit any act of discrimination unlawful under the Sex Discrimination Act 1975, the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000) and the Disability Discrimination Act 1995, or under the Employment Equality (Religions or Belief) Regulations 2003, or The Employment Equality (Age) Regulations 2006.
- VI. Meet Equal Opportunities legislation, both through best practice and by ensuring people are not exposed to discrimination in the course of their activities.
- VII. Undertake Criminal Record Bureau (CRB) checks if you are working with young people or vulnerable adults.

6. Working with CDF

- I. Co-operate with any evaluation of the programme.
- II. Provide monitoring information to CDF on the project. You must submit one monitoring form to CDF at the end of your project. This must be submitted to CDF within four weeks of completion of the project.
- III. Provide good practice items or case studies to your local panel or to CDF for inclusion on the website or in other publications, or to the evaluators of the programme. If you make a DVD or other brochure regarding any events you hold, please send a copy to CDF.
- IV. Maximise local publicity for your project and Community First Neighbourhood Matched Fund as far as possible. The Office for Civil Society sponsorship must be mentioned in all publicity (we suggest you use the wording "A project supported through the Community First Neighbourhood Matched Fund programme administered by CDF for the Office for Civil Society". Copy press clippings and letters of endorsement to CDF. **Please note:** acceptance of this grant does not give your organisation the right to use the logo of the Office for Civil Society on any website, publication, poster, letterhead etc except by express permission of the Department.
- V. Comply with any other requests for information from CDF, OCS and other deliverers on the programme, such as the evaluators.

- VI. Collaborate with any requests to arrange visits by the Office for Civil Society, MPs and others, such as the evaluators.
- VII. Agree to a visit from a CDF representative who will meet with your organisation at your normal base of operations, if requested.
- VIII. Agree to CDF storing the data you submitted in your application and using it in the administration of Community First Neighbourhood Matched Fund. Agree also for that data to be shared with the office for Civil Society and the evaluators of the Community First Neighbourhood Matched Fund programme and to be used for publicity purposes if necessary. CDF will also keep your organisation's details on our database so that we can advise you of any further sources of funding which become available in the future. Please tell us if you wish us to remove your details from our database.

7. Termination

- I. You acknowledge and accept that in the event of a breach of the terms and conditions of the grant, CDF shall be entitled to withdraw the Community First Neighbourhood Matched Fund grant with immediate effect, and require the repayment of sums already paid to you.
- II. No term or condition of the grant as set out in this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party (being a person who is not a party to this agreement) but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- III. CDF may terminate this Agreement with immediate effect with no liability to make any further payment to the Recipient if at any time the funding received by CDF in relation to this Agreement ceases to be paid or the agreement under which CDF receives its funding is terminated or suspended or CDF believe that it may be terminated or suspended.

If requested to do so by the Office for Civil Society under the provisions of the agreement under which CDF receives the Grant, this Agreement may be terminated without notice and CDF may require repayment of any Grant monies paid out to the Recipient.