



Charity Registration No. 1098235

GRANT TERMS AND CONDITIONS

Organisation:

Reference:

Grant Purpose:

Grant Amount:

Please read the following **Grant Terms and Conditions of Grants**. One copy should be retained for your own files and one signed copy signed returned to

Hillingdon Community Trust
Barra Hall
Wood End Green Road
Hayes
Middx UB3 2SA

TERMS AND CONDITIONS OF GRANT

1. The grant is made only for the purposes set out in the application and agreed by the Trust. Grantees must request the Trust's permission before implementing any variations.
2. Organisations must keep proper up-to-date records and accounts that show how the grant is being used. The financial records must include receipts for all expenditure. The financial records should be available to the Trust for inspection at reasonable notice.
3. The Trust reserves the right to claim back any grant or part of a grant which has not been used for the purposes agreed. Organisations **must** inform the Trust of any underspend in a grant and any decision to claim back the grant or any part of a grant shall be at the sole discretion of the Trust.
4. The Trust requires grant recipients to acknowledge its support wherever appropriate and will supply the Trust's logo for this purpose. Organisations **must** also acknowledge our support in their Annual Report.
5. If there is a lengthy delay between the offer of a grant and its take-up, you will be required to supply up to date financial information.
6. Grants may not be used to fund retrospective expenditure (that is expenditure incurred before the date of the offer letter) and should not be claimed until you are ready to use the funds. Grants not taken up within twelve months of the date they were agreed will automatically lapse, unless written approval for an extension is given by the Trust.
7. Where the grant is a contribution towards part or all of the cost of a post, the Trust must be provided with:
 - a copy of the job advertisement and evidence demonstrating that the recruitment process is in line with equal opportunities and good practice.
 - a job description and person specification
 - confirmation of the post being filled (name of postholder)
 - a starting date

No grant will be paid prior to the receipt of this information. The Trust must be notified in writing should named key personnel be replaced.

The group receiving funding is required to abide by all legislation relating to eligibility of workers to work in the UK.

8. Payments of salaries and wages must be made using an appropriate payroll system, and copies of wage slips and Inland Revenue Returns retained. Where self employed individuals are paid against invoices, documentary evidence from the Inland Revenue of their self-employed status must also be obtained.

Where Hillingdon Community Trust funds are used for the employment of staff a copy of the organisation's Employers' Liability Insurance must be supplied to the Trust.

9. No payments may be made to members of your management committee or organisation without the written approval of the Trust Director.

Out of pocket expenses, actually incurred, may be reimbursed provided they have been specifically included in both the grant application and the grant offer letter.

Funding from the Trust for volunteer or employee travel expenses from the Trust can only be used to pay for expenses actually incurred by volunteers or staff when working for a project. So for example, the Trust's funding can only be used for volunteer expenses in proportion to the number of days a volunteer attends a project. In some cases it may be cheaper for a volunteer to buy a Travelcard or Oystercard, but the Trust will only fund the cost of that for the days the volunteer actually travels to the project. For example if a volunteer attends a project on three days a week, only 3/7^{ths} of the cost of the Travelcard can be claimed from the Trust, not the full cost. This reflects advice from the Charity Commission and the National Council Voluntary Organisations. The Trust will not authorise reimbursement of taxi fares to volunteer or employees.

10. When a mini-bus is purchased, a copy of the vehicle registration document must be provided.
11. Where a capital grant is made towards the extension or refurbishment of a building or improvements to land, the Trust must be provided with:
 - copies of the full drawings
 - detailed planning permission (if required)
 - listed building consent (if required)
 - building control approval (if required)
 - a copy of the lease (if the building is leased)
 - written consent for the works from the owner of the building / land
 - a full copy of the works specification / tender documents
 - evidence that an appropriate tender procedure has been undertaken.
 - copies of public liability insurance and registration of the preferred contractor.
 - copies of the draft contractor.

No contracts should be agreed until you receive written confirmation that the Trust, and where appropriate its appointed Building Surveyor, are satisfied with the process and documentation.

12. The Grantee is legally responsible for all aspects of the letting and management of the works contract for capital projects, including any cost overruns. Payment of the grant, which may include stage payment, will be made on the recommendation of the Trust's Building Surveyor, who will undertake valuations on behalf of the Trust.
13. Following the completion of the building projects a copy of the completion certificate issued by Building Control must be provided to the Trust.
14. The grantee must obtain the prior written consent of the Hillingdon Community Trust before disposing of any capital equipment, land, vehicle or buildings which have been acquired, adapted or improved with the aid of a grant from the Trust where the value of that grant exceeds £10,000.

The Trust may require repayment of all or part of any proceeds of the disposal or sale in certain cases, and any decision to claim back the grant or any part of a grant shall be at the sole discretion of the Trust. This will apply for a period of up to five years after the grant has been made.

15. In the event of being offered or receiving additional funding for this project, other than that stated in the grant application, the Trust must be advised in writing. This must be done within 28 days of the notification of additional funding, failure to do so may result in Trust funding being withdrawn and a requirement to repay grants already paid.
16. Audited accounts (or such accounts as are contained in Part IV of the 1993 Charities Act) covering the period(s) during which the grant was used must be sent to the Trust within 9 months of the end of the financial year.
17. A full report giving details on how the grant has been spent and what has been achieved will be required on or before the anniversary of the date the grant was paid. A monitoring form for this purpose will be sent before the report is due. Grant holders may also be required to provide interim progress reports needed by the Trust for monitoring purposes. If a grant is for two or more years, the Trust must receive and approved a progress report as satisfactory before the first payment of the second and third years of funding can be authorised. This should be accompanied by an income and expenditure projection for each year. Organisations funded by the Trust will be required to provide a list of expenditure for projects funded by the Trust along with supporting receipts (photocopies will be acceptable).
18. Organisations will be required to repay grants if they are found to have acted fraudulently or negligently or are dissolved (including under the 1993 Charities Act) wound-up (under the Insolvency Act 1986 or the Charities Act 1993), disbanded, are put into insolvent liquidation, or if the Commissioners use their powers to establish a Scheme for the administration of a charity under Section 16(1)(a) of the 1993 Charities Act or otherwise cease to operate. Any decision to claim back the grant or any part of the grant shall be at the sole discretion of the Trust. Grants are also repayable if the application was completed fraudulently.

Acceptance of Grant Conditions

I, as Chairman/Treasurer, am authorised to acknowledge receipt of the offer from the Hillingdon Community Trust of the grant to which the above reference number related and to accept on behalf of this organisation the Trust's Standard Terms and Conditions and any additional conditions included in the grant offer letter.

Name: **Chairman/Treasurer** (*Delete as appropriate*)

Signature:.....**Date:**

Please note that the signed copy of your grant offer does not constitute a request for payment; the grant cannot be released until we receive your payment request form. Once your organisation is ready to start using the grant (and any conditions relating to the grant have been met), please contact us and we will issue a payment request form. At this time perhaps we may also need to confirm payment intervals. Our payment request form will need to be signed by the authorised representative in your organisation. Payment will be made by direct transfer to the organisation's bank account, using the details provided by you on the application form so please inform us immediately if there are any changes to your organisation's bank details or address.

A copy of a cheque, clearly marked "CANCELLED" or "SPECIMEN", must be enclosed when requesting payment in order to verify bank details.

PLEASE SIGN AND RETURN THIS WHOLE DOCUMENT (5 Pages)