



Listening Learning Leading

Standard conditions for Capital grants

March 2022

STANDARD CONDITIONS FOR CAPITALGRANTS

These standard conditions for grants apply to all Capital grant offers dated from 1 March 2022.

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 our Community Enablement Team:

communityenablement@southandvale.gov.uk

However, if you need legal advice, please contact your solicitor.

You will be asked to confirm you have read, understood and agree to these conditions at the end of this document.

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1. DEFINITIONS

- 1.1. 'You' means the authorised person (individual) or organisation that we have given a grant to.
- 1.2. We', 'us' and 'our' means South Oxfordshire District Council and includes our employees and those acting for us.
- 1.3. The 'Project' means the project or activity that we have agreed to give you a grant for, as set out in your application form 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').
- 1.4. 'Offer letter', is the letter we send you confirming the details of the grant.
- 1.5. The 'Grant Agreement' includes and incorporates;
 - 1.5.1. these standard conditions
 - 1.5.2. the Offer Letter which sets out any additional conditions and
 - 1.5.3. the grant application including any supporting documents
- 1.6. The Grant Agreement covers the period between the offer formally being accepted by the authorised person/s and is valid for five years for projects up to £25,000 and ten years for projects over £25,000.
- 1.7. 'Minimal Financial Assistance' means:
 - (a) prior to the coming into force of replacement UK legislation, small amounts of funding granted in accordance with Article 364(4) of the UK-EU Trade and Cooperation Agreement (as incorporated by section 29 of the European Union (Future Relationship) Act 2020); or
 - (b) following the coming into force of replacement UK legislation in relation to subsidy control, small amounts of financial assistance given in accordance with equivalent provisions in that legislation to those set out in limb (a).

2. THE GRANT

- 2.1. The amount of the grant is set out in the Offer Letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.
- 2.2. You must accept our offer within four weeks of receiving it by signing and returning one copy of the Offer Letter. If you do not return the signed Offer Letter within four weeks our offer will lapse and be withdrawn. The Offer Letter and conditions must be signed

by two people who are authorised in law to sign on behalf of and legally bind the organisation.

- 2.3. The Grant Agreement will come into force on the date that we receive a valid signed Offer Letter and conditions from you.
- 2.4. We will pay the grant in the instalments set out in the Offer Letter.
- 2.5. You must use the grant exclusively for the Project.
- 2.6. You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details, applicant details, land and asset ownership, and you must make sure that the information is always true and up to date.
- 2.7. You can only claim for costs listed in your original grant application that have been incurred after the decision date. Unless you have contacted us before your project starts, and we have agreed a different approach in writing.
- 2.8. You must tell us if you receive other funding for the Project from any other source during the Project. If this means that you no longer need the funding from us, you must pay the grant back immediately upon request.
- 2.9. You understand any grant awarded is declared and offered as Minimal Financial Assistance, and offered on the basis that the organisation has not received any other Minimal Financial Assistance in the current and previous two financial years which in total exceeds or when taken together with this grant will exceed £315,000 and so is outside the scope of the Chapter 3 UK-EU TCA obligations to apply the principles relating to subsidies and domestic subsidy laws (where relevant).
- 2.10. You must declare our grant award amount to any other sources of Minimal Financial Assistance received in the future; you must advise the council if you receive any other Minimal Financial Assistance during the life of the Revenue grant award and declare that the threshold referred to in paragraph 2.9 above will not be exceeded by accepting the revenue grant award or other Minimal Financial Assistance in the future.
- 2.11. If the Project costs less than the grant awarded, the final grant instalment will be reduced accordingly. If the total Project cost has reduced so that the amount already paid to you is greater than the final instalment, we reserve the right to request repayment of the whole or part of the sum paid. In these circumstances we will make a written request for the funds.
- 2.12. You cannot enter into a third-party agreement without our written consent.
- 2.13. We are not in partnership with you, and you are not acting as our agent in receiving and spending the grant awarded.

3. THE PROJECT

- 3.1. You must get our written permission before making any changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership.
- 3.2. If we agree that you can make changes to the Project, where relevant these will be set out in a separate letter or legal agreement. You should not start any new or changed activity until that agreement has been signed by both us and you.
- 3.3. Projects awarded up to £25,000 must complete within 12 months of accepting the offer. Projects awarded over £25,000 must start work within 12 months of accepting the offer and must complete within 24 months.
- 3.4. You must tell us immediately if anything threatens to curtail or delay the Project.
- 3.5. You must ensure that all records, including financial records, relating to the Project are accurate and up to date. You must keep these records for seven years after the Project has finished.
- 3.6. You must always maintain adequate insurance, and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the grant.
- 3.7. You must give us, or any person nominated by us, access to all records relating to the Project or other projects funded by us 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 Project has finished.
- 3.8. You must provide us with clear and accurate accounts that cover the period of the Project. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns and must clearly show income and expenditure.
- 3.9. We will ask for proof of expenditure (valid receipts) to process your claim for payment.
- 3.10. In carrying out your Project, 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, planning permission, building regulations, landlord approval and insurances that are necessary by law.

- 3.11. In carrying out your Project, you must comply with all applicable health and legislation and approved codes of practice. It is your responsibility to ensure that any services or works are carried out safely without any risk to any person (employees, contractors, members of the public). In particular, you must ensure that:
- 3.11.1. any provider of works or services are competent;
 - 3.11.2. risk assessments and method statements are satisfactory, robust, relevant and appropriate;
 - 3.11.3. the works/services are monitored to ensure compliance with the contract, risk assessments and method statement.
- 3.12. You must have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant law, government requirement and best practice including, but not limited to:
- 3.12.1. Data protection legislation – all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 and regulations made thereunder and the Privacy and Electronic Communications Regulations 2003 as amended and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including without limitation the privacy of electronic communications) and including where applicable the guidance and codes of the Information Commissioner or other relevant regulatory body.
 - 3.12.2. Equality Act 2010 provides a legal framework to protect the rights of individuals and advance equality of opportunity for all, and protects against discrimination on the basis of race, age, gender, disability, religion and/or sexuality
 - 3.12.3. Employment Rights Act 1996
 - 3.12.4. Bribery Act 2010¹
 - 3.12.5. Safeguarding Vulnerable Groups Act 2006 and the Protection of Freedoms Bill
 - 3.12.6. Human Rights Act 1998
 - 3.12.7. Crime and Disorder Act 1998
 - 3.12.8. The Children’s Act 2004

¹ and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation

- 3.12.9. The Care Act 2014
 - 3.12.10. The Counter-Terrorism and Security Act 2015
 - 3.12.11. Coronavirus (COVID-19) Government guidance and support on the Gov.UK website
- 3.13. The following conditions apply if you or your employees, business partners, contractors or volunteers will supervise, care for or have direct contact with a vulnerable person during the Project:
- 3.13.1. 'Vulnerable person' means:
 - a. anyone under the age of 18; and/or
 - b. anyone who needs (or may need) community care services because of mental disability, other disability, age or illness, and who is (or may be) unable to take care of themselves or unable to protect themselves against significant harm or exploitation.
 - 3.13.2. You must consider all the risks that may arise from your contact with the vulnerable person and take all reasonable steps to ensure their safety, including the need to prevent people from being drawn into terrorism. Before having any direct contact with the vulnerable person, you must get the written agreement of the legal carer or guardian of the vulnerable person.
 - 3.13.3. As well as your responsibilities in clause 3.13.2, you must have a written policy and set of procedures to safeguard vulnerable people if, during the Project, your employees, business partners, contractors or volunteers supervise, care for or have significant direct contact with vulnerable people.
 - 3.13.4. As part of these procedures you must check with the Disclosure and Barring Service (DBS) the backgrounds and disclosures of those employees, business partners, contractors or volunteers who will, during their Project, supervise, care for or otherwise have significant direct contact with vulnerable people.
 - 3.13.5. If you are the person having significant direct contact with the vulnerable person you must contact his or her legally authorised carer or guardian and give them your consent to have your background checked and disclosures from the Disclosure and Barring Service (DBS) viewed, if the carer or guardian wants to.
 - 3.13.6. You must comply with clause 3.13 even if you are not required to do so under any child protection or care

standards legislation, and whether the work is formal, informal, voluntary or salaried.

- 3.13.7. We cannot advise you of your legal responsibilities in your dealings with vulnerable people, and these conditions are not legal advice. If you have any queries about your obligations, we strongly advise that you seek your own independent legal advice and also contact the National Society for Prevention of Cruelty to Children www.nspcc.org.uk/information

4. INFORMATION, MARKETING AND PUBLICITY

- 4.1. You must acknowledge the grant as publicly as appropriate and practical. If you wish to display a plaque, please contact us. The council will publish details of all grant applications on its website and issue press notices about the grants awarded.
- 4.2. You will acknowledge the council's support in any press, publicity or promotion of the project. We will advise you when this is not appropriate to do so, such as in the run up to an election. You should include the council's logo on all information, marketing and publicity material relating to the activity we have agreed to fund, including printed and online material. Our communications team will be able to help you with this. You should also incorporate verbal and written acknowledgement of our support into your communications.
- 4.3. We acknowledge that you will own all rights in any materials produced for or relating to the Project and in the Project Proposal, including any intellectual property rights. You hereby grant us irrevocable licence, worldwide, royalty-free perpetual licence to reproduce any materials relating to the Project and the Project Proposal as we reasonably require for marketing and publicity. We may also share information with other funders, government departments, regulatory agencies, partners and others with a legitimate interest in public funding purposes.

5. COMMUNITY USE

- 5.1. You will ensure that the facilities are kept in public use and remain an integral part of community life. You must also actively promote the existence and availability of the facilities as appropriate.
- 5.2. You will ensure that the hiring charges are fair and reasonable and are not prohibitive in that local activities are prevented from taking place.
- 5.3. You will provide the council with free use of the facilities for major consultations and election purposes for the period of the Grant

Agreement as per clause 1.6 (subject to your programme of activities, booking policy, and to the availability of staffing).

6. ADDITIONAL CONDITIONS FOR ORGANISATIONS

- 6.1. You will ensure that you are always correctly constituted and that you can deliver the Project under the terms of your constitution.
- 6.2. You must get our written agreement before:
 - 6.2.1. 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;
 - 6.2.2. transferring your assets to, or merging or amalgamating with, any other body.
- 6.3. 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 Project during the period of the Grant Agreement (including any claims made against members of your governing body or staff concerning the organisation).
- 6.4. 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.

7. GENERAL CONDITIONS

- 7.1. If you breach any 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.
- 7.2. If you breach any condition of this agreement, we can choose to treat that as you breaching any other Grant Agreements, we have with you (subject to the terms of those agreements). 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.
- 7.3. Our staff and councillors cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of the Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

- 7.4. You are responsible for getting your own management and business advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support you.
- 7.5. Your grant comes from public money, so if you are planning to buy goods or services with your grant, you should always buy them in a way that will give value for money and avoids any conflicts of interest.
- 7.6. You should obtain two competitive quotes for works under £10,000 and three quotes for works carried out in connection with the project over £10,000. If you are an organisation and the funding that you receive from us accounts for 50 per cent or more of your annual income, then you must ensure that when you purchase goods or services you do so in line with UK procurement rules. Town and parish councils must comply with the Public Contracts Regulations 2015. You should seek legal advice where appropriate.
- 7.7. We are not obliged to provide, and nor should you assume that we will provide any further funding for the Project after this Grant Agreement comes to an end (clause 1.6).

8. FREEDOM OF INFORMATION

- 8.1. You acknowledge that we are subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).
- 8.2. You shall:
 - 8.2.1. provide all necessary assistance and cooperation as reasonably requested by us to enable us to comply with our obligations under the FOIA and EIRs;
 - 8.2.2. transfer to us all requests for information relating to this agreement that you receive as soon as practicable and in any event within two working days of receipt;
 - 8.2.3. provide us with a copy of all information belonging to South Oxfordshire District Council requested in the request for information which is in your possession or control in the form that we require within five working days (or such other period as we may reasonably specify) of our request for such information; and
 - 8.2.4. not respond directly to a request for information unless authorised in writing to do so by us.

- 8.3. You acknowledge that we may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from you. We will take reasonable steps to notify you of a request for information (in accordance with the Cabinet Office's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) and the Code of Practice on the discharge of the obligations of public authorities under the Environmental Information Regulations 2004 (together with Codes) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) we will be responsible for determining in our absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

<https://www.southoxon.gov.uk/south-oxfordshire-district-council/about-the-council/get-in-touch/requesting-information/freedom-of-information-and-environmental-information-regulations/>

- 8.4 If the council receives a Request for Information (whether via the grant recipient or otherwise) which relates to or requires the disclosure of Commercially Sensitive Information, the council shall, in good faith, consider any objections and/or representations made by the grant recipient regarding the disclosure of such Commercially Sensitive Information prior to responding to the Request for Information. The grant recipient acknowledges that the council is responsible for determining in its absolute discretion whether the Commercially Sensitive Information is exempt from disclosure in accordance with the provisions of the Codes, FOIA or the EIR.

If, in response to a Request for Information, the council concludes that it is obliged to disclose some or all of the Commercially Sensitive Information it shall (in accordance with any recommendations of the Codes) take all reasonable steps to give the grant recipient notice in writing of its decision prior to the disclosure of the Commercially Sensitive Information

9. DATA PROTECTION

- 9.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the council is the Data Controller reasonable for personal data provided by the grant recipient. To find out more about how the council manages your data please refer to our website as below:

<https://www.southoxon.gov.uk/south-oxfordshire-district-council/about-the-council/privacy/data-protection/>

<https://www.southoxon.gov.uk/wp-content/uploads/sites/2/2020/10/South-Community-Enablement-Privacy-Notice-1.pdf>

10. LIMITATION OF LIABILITY

- 10.1. South Oxfordshire District Council's liability under this Agreement is limited to the payment of the grant.
- 10.2. We accept no liability for any consequences, whether direct or indirect, that may come about from you delivering the Project, the use of the grant or from withdrawal of the grant. You shall indemnify and hold harmless South Oxfordshire District Council, its employees, agents, officers or sub-contractors with respect to all claims etc.

11. VAT

- 11.1. You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.
- 11.2. 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.
- 11.3. If we have agreed to fund any or all of the VAT costs associated with your Project and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.

12. CONDITIONS RELATING TO ASSETS OR GOODS PURCHASED WITH THE GRANT

- 12.1. During the period covered by your grant, you must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with our grants unless we have given you permission, in writing, beforehand.
- 12.2. If we have contributed (or will contribute) more than £25,000 to help with buying, restoring, conserving or improving land, buildings or any other asset, you must not apply for a mortgage over that asset or use it as security without our prior written approval.
- 12.3. If we feel it is necessary, we will take security on the freehold or leasehold interest or other asset or assets or ask for some other appropriate form of security for your responsibilities under the terms of the Grant Agreement. We may demand that you give our solicitors

copies of all the documents affecting the title to the property (for example, all mortgages, conveyances, leases and so on that affect the legal rights to the property).

- 12.4. If you plan to sell or give away assets or goods bought, restored, conserved or improved with our grants, you should contact us first as we may require you to pay back a proportion, or all of the grant.

13. MONITORING

- 13.1. To claim your grant, you will need to complete an online claim form with supporting evidence (invoices).
- 13.2. We will advise you if we will require an additional monitoring information at commencement of your project and in our Offer Letter. Such as measuring relevant energy use before and after a refurbishment, according to guidance provided by the council.
- 13.3. You must send us any information we require during the Project to monitor its progress and how the grant is being used.

14. BREACH OF THESE CONDITIONS, AND SUSPENDING OR REPAYING THE GRANT

- 14.1. If you fail to meet any of these conditions, we may, in our absolute discretion:
 - 14.1.1. require you to pay back all or part of the grants (regardless of how much you may have already spent); and/or
 - 14.1.1 stop any future payments; and/or
 - 14.1.2 end this Grant Agreement immediately; and/or
 - 14.1.3 take any of these actions in connection with any other grant that you may have with us;
 - 14.1.4 prior to exercising its rights under this clause the council shall use all reasonable endeavours to discuss breaches with the grant recipient, to give the grant recipient a reasonable opportunity to remedy breaches.
- 14.2. We may recover the grant in our absolute discretion, if any of the following events occur:
 - 14.2.1. you close your business (unless it joins with, or is replaced by, another business that can carry out the Project and we have provided our prior written permission);

- 14.2.2. you obtain duplicate funding from a third party for the Project;
- 14.2.3. you obtain funding from a third party which, in our reasonable opinion, undertakes activities that are likely to bring the reputation of the Project or us into disrepute;
- 14.2.4. you make any changes to the Project without first getting our written permission;
- 14.2.5. you use the grant for anything other than the Project;
- 14.2.6. you do not follow our reasonable instructions;
- 14.2.7. you do not carry out the Project 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;
- 14.2.8. you do not complete the Project on time;
- 14.2.9. you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
- 14.2.10. 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;
- 14.2.11. you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our, or your reputation;
- 14.2.12. you commit or committed a Prohibited Act (see below);
- 14.2.13. the grant funding breaches the statutory requirements for Minimal Financial Assistance or otherwise breaches the subsidy control provisions under the UK-EU Trade and Cooperation Agreement and/or any UK subsidy control legislation in force at that time;
- 14.2.14. without first getting our approval in writing, you sell or in some other way transfer the grant, your business or the Project to someone else; and/or;
- 14.2.15. we deem it likely that the grant is unlikely to fulfil the purpose for which you made it;
- 14.2.16. You must repay any amount required to be repaid under this paragraph 12 within 30 days of receiving the demand for repayment. We may recover any such amount by

withholding, or deducting the amount from, any sum due to you from the Council under this Grant Agreement or any other arrangement, scheme or programme.

14.3 If you are subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project, or compliance with this Grant Agreement, you will notify us as soon as possible so that, if possible, and without creating any legal obligation, we have an opportunity to provide assistance in resolving the problem or to take action to protect us and the Grant monies.

14.4 A prohibited act means:

14.4.1 offering, giving or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward for:

- doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the Council; or
- showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council;

14.4.2 entering into this Agreement or any other contract with the Council where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the Council;

14.4.3 committing any offence:

- under the Bribery Act;
- under legislation creating offences in respect of fraudulent acts; or
- at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Council; or
- defrauding or attempting to defraud or conspiring to defraud the Council.

15. TERMINATION OF THE GRANT AGREEMENT

15.1. These conditions of the Grant Agreement remain in force for whichever of these is the longest time:

- If the grant is terminated, pursuant of any breach notice served under this clause, repayment obligations

of the grant recipient will nevertheless remain in force for as long as they remain to be fulfilled;

- as long as any part of the grant remains unspent;
- the expiry date of the maximum period required under the Grant Agreement for monitoring the grant; for 5 years for grants up to £25,000 and 10 years for grants over £25,000;
- as long as you do not carry out any of the conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).

16. GOVERNING LAW

- 16.1. In the event of a dispute, this Grant Agreement shall be governed by and interpreted in accordance with the law of England.

**SOUTH OXFORDSHIRE DISTRICT COUNCIL
STANDARD CONDITIONS FOR SOUTH CAPITAL GRANTS,
MARCH 2022**

**ACCEPTANCE OF CONDITIONS
CLAUSES 1.1 TO 16.1**

Organisation Name:

First signatory:

Second signatory:

Signed:

Signed:

Name:

Name:

Position:

Position:

Date:

Date: