

TERMS AND CONDITIONS OF GRANT

1. DEFINITIONS

1.1. In these terms and conditions, the following terms shall have the following meaning:

- Agreed Project: means the project for the Grant as stated in the Grant Award Offer Letter;
- Council: The Mayor and Burgesses of the Royal Borough of Kensington and Chelsea;
- Grant: the sum awarded to the Recipient under the Grant Award Offer Letter;
- Grant Application: the grant application submitted by the Recipient as referred to in the Grant Award Offer Letter
- Grant Award: the legally binding agreement between the Council and the Recipient comprising of the Grant Application, the Grant Award Offer Letter, the Recipients acceptance and these Terms and Conditions;
- Grant Award Offer Letter: the offer of Grant award made by the Council to the Recipient;
- Grant Period: the period for which the Grant is awarded starting on the Start Date and ending on the date specified in the Grant Award Offer Letter;
- Recipient: the company, organisation, group or individual(s) to whom the Grant is awarded;
- Start Date: the date on which the Council receives the Recipient's acceptance of the Grant Award Offer Letter; and
- Subsidy Control Regime: the Subsidy Control Act 2022, and the Subsidy Control (Subsidies and Schemes of Interest or Particular Interest) Regulations 2022, together with any published statutory guidance that may apply that regulates the award of financial assistance that meets the definition of 'subsidy' at section 2 of the Subsidy Control Act 2022.

2. AGREED PROJECT AND PAYMENT OF THE GRANT

- 2.1. The Council shall pay the Grant to the Recipient as stated in Grant Award Offer Letter
- 2.2. From the Start Date the Recipient shall use the Grant for the Agreed Project only and shall deliver the Agreed Project in accordance with the Grant Award. The Grant shall not be used for any other purpose without the Council's prior written consent.
- 2.3. The amount of the Grant shall not be increased in the event of any overspend by the Recipient in its delivery of the Agreed Project.
- 2.4. Should any part of the Grant remain unspent at the end of the Grant Period, the Recipient shall ensure that any unspent monies are returned to the Council.
- 2.5. The Recipient shall keep appropriate written records to show how the Grant has been used and that the Recipient is complying with this Agreement.
- 2.6. The Recipient shall closely monitor the delivery and success of the Agreed Project throughout the Grant Period to ensure that the aims and objectives of the Agreed Project are being met and that these terms and conditions are being adhered to

- 2.7. Within 20 (twenty) working days of the end of the Grant Period, or such alternate date as shall be agreed with the Council, the Recipient shall deliver to the Council the Grant monitoring report.
- 2.8. 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 the Grant Award.
- 2.9. In carrying out the Agreed Project, the Recipient shall obtain all approvals, consents or certificates required by law to deliver the Agreed Project and shall deliver copies of any approvals, consents or certificates to the Council on request.
- 2.10. The Recipient shall if requested by the Council, include the Council's logo, and acknowledge the Council funding on general publicity material using design criteria as advised by the Council.

3. WITHHOLDING, SUSPENDING AND REPAYMENT OF GRANT

- 3.1. The Council's intention is that the Grant will be paid as set out in the Grant Award Offer Letter. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Grant and or require repayment of all or part of the Grant if:
 - 3.1.1. The Recipient uses the Grant for purposes other than those for which it has been awarded;
 - 3.1.2. The Recipient is, in the reasonable opinion of the Council, delivering the Agreed Project in a negligent manner;
 - 3.1.3. The Recipient obtains duplicate funding from a third party to deliver the same Agreed Project;
 - 3.1.4. 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 Agreed Project or the Council into disrepute;
 - 3.1.5. The Recipient has provided or provides the Council with any materially misleading or inaccurate information;
 - 3.1.6. The Recipient commits or committed a Prohibited Act. In this clause 'Prohibited Act' shall mean any offence committed any anti-bribery and anti-corruption legislation and the Modern Slavery Act 2015 and/ or any other slavery, servitude and forced or compulsory labour and human trafficking legislation;
 - 3.1.7. Any member of the governing body, employee or volunteer of the Recipient has (a) acted dishonestly or negligently at any time and directly or indirectly to the detriment of the Agreed Project or (b) taken any action which, in the reasonable opinion of the Recipient, bring or are likely to bring the Recipient's name or reputation into disrepute;
 - 3.1.8. The Recipient ceases to operate for any reason, or it passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved (other than for the purposes of a bona fide and solvent reconstruction or amalgamation);

- 3.1.9. The Recipient becomes insolvent, or it is declared bankrupt, or it is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due; or
- 3.1.10. The Grant is deemed by a competent court or other regulatory authority to be non-compliant with the Subsidy Control Regime, the Recipient shall repay the Grant plus such interest as is prescribed by law within 15 (fifteen) working days of the Council issuing it with a written demand for payment.

4. SUBSIDY CONTROL

The Recipient acknowledges and agrees that the Grant comes from public funds and it must comply with the Subsidy Control Regime. Where applicable, the Recipient agrees that the Council will publish information relating to the Grant and that the Recipient will provide the Council with reasonable information to the Council.

5. DATA PROTECTION

- 5.1. In this clause 'Data Protection Legislation' shall mean without limitation (i) the United Kingdom General Data Protection Regulation and (ii) the Data Protection Act 2018 together with all applicable UK laws whether currently existing, yet to be implemented, or to act as successor legislation, that regulate the collection, processing any privacy of personal data.
- 5.2. The parties acknowledge that for the purposes of the Data Protection Legislation, each party is an independent data Controller.
- 5.3. The parties shall ensure that at all times they comply with all applicable requirements of, and all their obligations imposed under Data Protection Legislation and their principals which arise in connection with this Agreement.

6. LIABILITY AND INDEMNITY

- 6.1. Neither Party may limit its liability for personal injury or death caused by negligence, fraud or fraudulent misrepresentation.
- 6.2. The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Recipient running the Project, the use of the Grant or from withdrawal of the Grant. The Recipient shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Recipient in relation to the Project, the non-fulfilment of obligations of the Recipient under this Agreement or its obligations to third parties.
- 6.3. Subject to Clause 6.1, the Council's liability under this Agreement is limited to the payment of the Grant.

7. INSURANCE

- 7.1. The Recipient shall effect and maintain or procure from its contractors (as required) with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient or its appointed contractors, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the **Required Insurances**).
- 7.2. The Required Insurances referred to above include (but are not limited to):
- 7.2.1. public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project; and
 - 7.2.2. where applicable by law, employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.
- 7.3. The Recipient shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

8. TERMINATION

- 8.1. This Agreement may be terminated by the Council with immediate effect if there is a material breach of the terms of the Grant Award or any of the events in paragraph 3.1 occur.
- 8.2. If this Agreement is terminated, funding will cease, however, the Council may pursue legal action for failure to deliver the Agreed Project where it has reason to believe that there has been some financial impropriety.

9. SAFEGUARDING

- 9.1. If the Agreed Project involves or may reasonably involve working or contact with children, young people or vulnerable adults the Recipient shall comply with the Safeguarding of Vulnerable Groups Act 2006 in respect of all staff, volunteers and other persons engaged in the Agreed Project.
- 9.2. The Recipient shall ensure that it has appropriate written safeguarding adults and children policies and shall ensure that all staff, volunteers and other individuals engaged in the provision of the Agreed Project are subject to a valid appropriate disclosure check undertaken through the Disclosure and Barring Service (DBS) including a check against the adults' barred list and/or the children's barred list, as appropriate, where there is a legal requirement to do so.

10. GENERAL

- 10.1. The Recipient shall co-operate and assist the Council with disclosures under the Freedom of Information Act 2000 and the Council shall, subject to its legal obligations under the said Act, have the right to determine the manner, timing and terms under which such disclosure shall be made.
- 10.2. The Recipient may not assign, transfer, sub-contract or make over to any third party the benefit and/ or the burden of the Grant or transfer or pay to any person any part of the Grant.

- 10.3. No variation to these terms shall be effective unless it is in writing and signed by both parties.
- 10.4. To the extent of any conflict between the terms of the Grant Award and any other documentation in relation to the Grant, the terms of the Grant Award will prevail.
- 10.5. This Agreement contains the entire agreement and understanding between the Council and the Recipient in relation to the Grant.
- 10.6. The Recipient shall not hold itself out or do anything to imply that it is an agent of the Council in performance of any part of the Grant award or the Agreed Project.
- 10.7. The Grant Award and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation is governed by, and will be interpreted in accordance with, the law of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.