

## The West Mercia Commissioner's Grant Scheme

### Terms and Conditions

#### Definitions

“Recipient” means the person or organisation receiving the Grant

“Application Form” means the Recipient’s application for the Grant

“Grant” means the Grant payable by the Officer of the Police and Crime Commissioner to the Recipient under the terms of the Grant Agreement.

“Grant Agreement” includes and incorporates these terms and conditions and any additional conditions contained in the Grant Offer Letter.

“The Initiative” means the activity or project for which the Police and Crime Commissioner is giving the Grant for as set out in the Application Form and any supporting documents, and/or as may be varied by the Grant Offer Letter.

“Grant Offer Letter” means the letter from the Police and Crime Commissioner to the Recipient of the Grant, which sets out the offer of the Grant. This will include: the amount, the purpose for which the Grant is to be used, the Funding Period and any additional conditions.

“Funding Period” – the time period as stated in the Grant Offer Letter, within which the Grant monies must be spent.

“Acceptance Period” – time period as stated in the Grant Offer Letter, within which the Grant offer must be accepted.

“Trust Deed” – A formal, legally binding, arrangement, between an individual and their creditors which lasts for a period of three years and can only be carried out through a licensed Insolvency Practitioner.

#### Conditions

1. The Grant is made only for The Initiative outlined in the Grant Offer Letter and as described in the Application Form. The grant must not be used for any other purpose, unless subsequently approved in writing by the Police and Crime Commissioner, and the expenditure on the project should broadly match the planned spending patterns as outlined in the original application form.
2. The Police and Crime Commissioner does not commit to renew or continue financial support to the Recipient after the Funding Period has ended and Recipients should therefore have contingencies for dealing with the cessation of any funding stream offered by this scheme.
3. The Recipient will not damage the Police and Crime Commissioner’s reputation.
4. Work that has been funded by the Police and Crime Commissioner should be referenced and he should be named as: Police and Crime Commissioner John Campion.

## **Equal Opportunities and Lawful Conduct**

5. The Grant Agreement shall be governed by the law of England and Wales.
6. The Recipient shall comply with all laws regulating the way The Initiative is operated, the work carried out, the employment of staff or the procurement of goods and services. The Recipient will ensure that throughout the Funding Period an equal opportunities policy is in place. If The Initiative involves work with children young people or vulnerable adults the Recipient must also follow a satisfactory protection policy to ensure compliance with all relevant laws and good practice throughout the Funding Period. The Recipient will obtain all approvals and licenses and any profile checks required by law and shall, on request, make the same available to the Police and Crime Commissioner. The Recipient warrants that at all times it has not reason to believe that any person who is or will be employed or engaged by the Recipient in the provision of the services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 (as amended).
7. The Recipient will assist and co-operate with the Police and Crime Commissioner to enable him to comply with any obligations under the FOI Act whenever a request is made for information which relates to or arises out of this Grant Agreement.
8. Grant recipients must ensure that all their activities comply with new General Data Protection Regulations (GDPR). The Recipient will comply with the requirements of the GDPR in the management of all personal information. The parties acknowledge that for the purpose of the GDPR the Recipient is the Data Controller. The PCC can request evidence of compliance with GDPR as he wishes. Noncompliance could result in grant funding being revoked/not provided in the future.
9. No aspect of The Initiative may be party political in intention, use or presentation.
10. The Grant may not be used to support or promote religious activity. This will not include inter faith activity.
11. If the Recipient is a charity, the Recipient shall register with the Charity Commission, if necessary to do so.

## **Managing the Grant**

12. The Recipient shall inform the Police and Crime Commissioner promptly about any changes to information provided and will make sure that the information provided is always true and up to date.
13. The Recipient shall inform the Police and Crime Commissioner immediately in writing of anything that significantly delays, threatens or makes unlikely The Initiative's completion or progress. This will include any problems with significant staff absences or recruitment issues.
14. The Recipient shall inform the Police and Crime Commissioner immediately if there is to be any variation to or decrease in The Initiative's planned outcomes.
15. The Recipient shall keep all assets funded by the Grant safely and in good repair and will keep adequate insurance cover in place.
16. The Recipient shall monitor the progress of The Initiative and submit an interim report to the Police and Crime Commissioner and in accordance with any requirements in the Grant Offer Letter. In addition to this, the Recipient must also comply with any additional or bespoke reporting requirements as set out by the Police and Crime Commissioner.

## **Procurement and Best Value**

17. The Recipient must secure the best value for money and act in a fair, open and non-discriminatory manner in all purchases of goods and services.
18. When the Recipient follows a single tender process the Recipient will provide and document the reasons for so doing and shall maintain the relevant documentation on file for a period of six years.
19. Payments for items above £200 shall not be made by way of cash payments and all cash payments will be evidenced by receipts.
20. The Recipient must ensure that it complies with state aid legislation and must maintain up to date records to enable it to monitor compliance. Upon request, the Recipient shall provide the Police and Crime Commissioner with access to such records.
21. No person who is not a party to this Grant Agreement shall have the right to enforce any of its terms.

### **Duty to report financial irregularities**

22. If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this Grant Agreement the Recipient shall notify the Police and Crime Commissioner immediately, explain what steps are being taken to investigate the suspicion and keep the Police and Crime Commissioner informed about the progress of the investigation. For the purposes of this clause financial irregularity includes fraud or other impropriety, mismanagement, and the use of the Grant for purposes other than those intended.

### **Insurance & Indemnity**

23. The Recipient will maintain adequate third party and public liability insurance at all times (not less than £5 million pounds unless specifically agreed) and if required to do so will supply copies of confirmation of such insurance cover. Insurance cover must also be provided to cover employee liabilities and fire and theft cover in respect of any Grant supported assets.
24. The Recipient accepts that the Police and Crime Commissioner has no liability towards the Recipient or to any third party for any consequences, whether direct or indirect, that may arise from or in connection with the Recipient's carrying out The Initiative or the use of the Grant and the Recipient shall hold the Police and Crime Commissioner indemnified against any such claims or damages.
25. The Recipient shall indemnify the Police and Crime Commissioner for any costs, claims, damages or losses which arise as a result of negligence by the Recipient or any persons acting on the Recipient's behalf in the delivery of The Initiative or out of any breach by the Recipient of any of these terms and conditions.

### **Transparency**

26. The Police and Crime Commissioner may publish details of all Grants awarded on his website [www.westmercia-pcc.gov.uk](http://www.westmercia-pcc.gov.uk). This may include the name of the Recipient, the amount of Grant, purpose and reason for the award in accordance with any statutory duties including those under The Elected Local Policing Bodies (Specified Information) Order 2011.

### **Publicity**

27. The Recipient shall acknowledge the Police and Crime Commissioner's support in any published documents that refer to The Initiative or in written or spoken public presentations about The Initiative and will include the Police And Crime Commissioner's logo as appropriate or as reasonably requested.

28. The Police and Crime Commissioner must have sight of all documents that are to be published before they become publicly available.
29. The Police and Crime Commissioner must be invited to all promotional events related to the initiative as the Police and Crime Commissioner may from time to time reasonably require.
30. The Recipient consents to and will co-operate with any publicity about the Grant and The Initiative as the Police and Crime Commissioner may from time to time reasonably require.

### **Notification of changes, claims or investigations**

31. The Recipient agrees to repay the Grant in full in the event that the Recipient:
  - a) makes a substantial change to its charitable objectives as set out in its constitution; or
  - b) ceases to exist in substantially the same form.
32. The Recipient shall inform the Police and Crime Commissioner in writing as soon as possible if any legal claims are made or threatened which could adversely affect The Initiative during the Funding Period of the Grant.
33. The Recipient shall inform the Police and Crime Commissioner in writing as soon as possible of any investigation concerning the Recipient's organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commissioner, HM Revenue & Customs, or any other regulatory body.

### **Annual Report and Accounts**

34. The Recipient will acknowledge the Grant in any annual report or accounts published by them covering the period of The Initiative.
35. The Recipient shall keep proper and up to date accounts and records (including invoices and receipts) for a period of at least six years after the end of the Funding Period, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the Grant has been used.
36. The grant shall be shown as a restricted fund in the Recipients accounts and shall not be included under general funds.
37. The Recipient shall comply and facilitate the Police and Crime Commissioners compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.
38. The Recipient will make these financial records available for inspection by the Police and Crime Commissioner and provide copies upon request.

### **Audit and Inspection**

39. The Recipient, without charge, will permit any of the Police and Crime Commissioner's representatives, external audit bodies or their nominees on reasonable notice, to visit the Recipient's premises and/or inspect any of the Recipient's activities and/or to examine and take copies of our books of account and such other documents or records as in such officers' view may relate to the use of Grant. The Recipient shall assist the Police and Crime Commissioner or his representatives in any examination as to the economy, efficiency and effectiveness with which the Grant has been used.

## Payment and Use of the Grant

40. The Grant will be paid in accordance with the payment schedule contained within the Grant Offer Letter or as may be varied by agreement in writing between the parties. Payment will only be made once the Office of the Police and Crime Commissioner have completed some financial checks on the organisation. In order to do this, relevant information must be provided as requested to the PCC. The Recipient shall promptly repay to the Police and Crime Commissioner any money incorrectly paid to it either as a result of an administrative error or otherwise.
41. Payments will be made by bank transfer (BACS) into a UK based bank account or building society account in the name of the Recipient, the account requiring the signatures of at least two authorised people for every withdrawal except as otherwise agreed in writing by the Police and Crime Commissioner.
42. The Police and Crime Commissioner reserves the right to withhold or suspend all or any payments of the Grant, without prejudice as they see fit.
43. The Recipient shall not spend any part of the Grant after the end date.
44. Should any part of the grant remain unspent on the next day following the end date, the Recipient shall ensure that any unspent monies are returned to the Police and Crime Commissioner within 30 days of the end date. If the Grant only part-funds The Initiative, the Recipient will return the appropriate share of any unspent amount to the Police and Crime Commissioner, within the 30 day timescale.

## Monitoring and Reporting

45. The Recipient shall closely monitor the delivery and success of the Initiative to ensure that the aims and objectives are being met and that this Agreement is being adhered to.
46. The Recipient shall provide the Police and Crime Commissioner with completed and accurate financial and operational reports on its use of the grant in accordance with the notified timetable, in such a format as the Police and Crime Commissioner may reasonably request. Payments may be withheld or suspended if this timetable is not reasonably adhered to.
47. Where the Recipient has obtained funding from a third party for its delivery of part of the Project, the Recipient shall provide suitable evidence of this and shall include a reference to this in the financial reports together with details of what that funding has been used for. If the scheme is fully funded by PCC grant money, the organisation should actively seek alternative funding for any future years to enable the future sustainability of the project.
48. The Recipient shall on request provide the Police and Crime Commissioner with such further information, explanations and documents as reasonably required in order for it to establish that the grant has been used properly and in accordance with this agreement. This information may be used to monitor or publicise The Initiative, evaluate The Initiative or to support any application to the Government for reimbursement of funding.
49. Any outstanding payments will only be made on receipt of a final satisfactory monitoring return, which must be received within 7 days of the end date. Any financial transactions in respect of projects must be completed within 1 month of the end date, and this date will signify the closure of the project with the Police and Crime Commissioner.

## Termination and Breach of Conditions

50. In the event of the Recipient (being the person or organisation receiving the Grant) failing to comply with any condition contained in this Grant Agreement or on the happening of any of the following specified events then the Police and Crime Commissioner may reduce, suspend, withhold or cease Grant payments or, in the case of dishonesty, also require the repayment of any payment of Grant already made.

The specified events shall be:-

- a. The Grant application is found to have contained inaccurate or misleading information, which materially affected the assessment of the application.
- b. The PCC considers that the Recipient has not made satisfactory progress with the delivery of the Initiative
- c. The Recipient obtains duplicate funding from a third party for the Initiative
- d. The Recipient fails to comply with any of the terms and conditions set out in this document and fails to rectify any such failure within 30 days of receiving written notice detailing such failure.
- e. The Recipient of the Grant or the operation of The Initiative supported by the Grant has, in the opinion of the Police and Crime Commissioner, been conducted dishonestly or negligently, or in a manner which brings the Recipient, The Initiative or the Police and Crime Commissioner into disrepute.
- f. The purpose of The Initiative has materially changed.
- g. The Recipient ceases to operate or has become insolvent, or is likely to be put into administration or receivership or liquidation, or is about to make an arrangement with, or guarantee a Trust Deed to the Recipient's creditors.
- h. Monies are used for any purpose not contained in the application, the Grant Offer Letter or as otherwise agreed in writing by the Police and Crime Commissioner.

## Notices

51. All notices and invoices and other correspondence relating to this Grant Agreement shall be in writing and in English and shall be served by a party on the other party at its address as shown on the Grant Offer Letter or such other address from which the Recipient or Police And Crime Commissioner normally operates.

52. Notices delivered hereunder shall be deemed to be delivered:-

- a. If delivered by hand, upon receipt.
- b. If sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two working days after posting.
- c. If sent by electronic mail, on the date of delivery subject to the following conditions:
- d. When an electronic mail is sent on a day which is not a working day or after 3.00pm on a working day, the electronic mail is deemed to have been received on the next working day
- e. Each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

## **Additional Conditions**

53. Any additional terms and conditions contained in the Grant Offer Letter shall be deemed to be incorporated in these conditions.
54. Should the Recipient be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the initiative or compliance with this Agreement, it will notify the Police and Crime Commissioners office as soon as possible so that, if possible, and without creating any legal obligation, the Police and Crime Commissioner will have an opportunity to provide assistance in resolving the problem or to take action to protect the Office of the Police and Crime Commissioner and the grant monies.