

Annex D

The Strategic Partnerships Team
City Strategy
City of York Council
9 St. Leonard's Place
York
YO1 7ET

[Applicant Address]

17/04/09

Reference No:

Dear [name],

[Name of Scheme]

Thank you for submitting your application to the Local Area Agreement Delivery Fund.

The panel have considered each application against the criteria set and are delighted to offer your scheme a grant of [£], subject to your acceptance of the terms and conditions attached.

Your application was selected by the panel as it scored highly against the priority criteria. The following are some comments from the panel regarding your application:

- E.g. need and demand for the scheme was well evidenced
- E.g. delivery of LAA indicators explained well and in detail]

Please could you carefully read the terms and conditions of the grant, which are attached to this letter. When you have read, understand and accept these terms and conditions, please sign and return one copy to the Strategic Partnerships Team at the above address to arrive **before Friday 15th May 2009**. Please sign and keep the other copy for your own records. After we have received your acceptance form we will contact you with details of how to claim the grant.

Thank you for your interest in the Local Area Agreement Delivery Fund. If you have any questions about the grant offer or terms and conditions, please contact the Strategic Partnerships Team on 01904 552055.

Yours sincerely,

Nigel Burchell
Head of Strategic Partnerships

STANDARD TERMS AND CONDITIONS OF GRANT FOR THE LOCAL AREA AGREEMENT DELIVERY FUND

(This document will be attached to an Offer Letter, which will describe the project as set out in the application and will also note any specific amendments)

Definitions

“You” and “your” refer to the organisation receiving the grant bound by these terms and conditions and includes any employees and anyone acting for that organisation.

“We”, “our” and “us” means the City of York Council and its officers.

“Project” means the project that we are giving you the grant for, as set out in your application form and any supporting documents, and/or as varied by the Grant offer letter.

The Strategic Partnership Team are referred to below as “SPT”

“Financial forms” means forms provided by us to you, so that you can provide a certified break down of income and expenditure on the project.

Terms & conditions

General

1. The offer letter, terms and acceptance form, along with your original application form and any supporting information that you supplied, make up the conditions of the grant offer toward your project.
2. You have 21 days from the date of the offer letter to accept the grant offer, by returning the signed and completed Acceptance form. After this time, without the form being returned, the grant offer is automatically withdrawn.
3. The offer letter notes any specific amendments to the project, which are required in order for you to be offered the grant. These amendments are either variations from your original application or may be necessary clarifications of the project.
4. The signing of the acceptance form by officials of your organisation means that you are happy to accept the offer of grant under these terms.
5. If you do not agree with any of the terms set out, please contact the Strategic Partnerships team within 14 days of the offer letter date, to discuss the issue/s further.

6. During the period of the grant you will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.
7. You will make sure that all current and future members of your governing body or your executive team, if you are a statutory organisation, receive a copy of these terms and conditions while the grant agreement remains in force.
8. You will ensure that at all times while the grant agreement is in force you are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of your governing documents.
9. You understand that the grant is non-transferable.
10. The bank account identified below by you requires at least 2 authorised signatures for the release of funds.

The project

11. You will start the project as per the timetable you submitted or otherwise not later than 6 weeks after you have returned this acceptance.
12. You agree to make satisfactory progress with the project and endeavour to complete it on time.
13. You will notify us of any delay with any significant aspects of the project, along with the reasons and ask for an extension, providing a revised timetable and milestones.
14. You will not use the grant to pay for any spending commitments you have made before the date of return of the acceptance form.
15. You certify that the grant will only be used on the projects and items that you outlined in your application and if relevant, as amended in the offer letter.
16. You will hold any unused part of the grant on trust for us at all times, and you will repay any grant (including any unused grant) to us immediately upon demand.
17. The grant will not be increased even if the costs of the project increase. (You were asked to ensure that your application was fully and appropriately costed and allowed for inflation and such items as redundancy costs, if relevant).

18. In the event that the project costs do increase and you do not have sufficient funds to deliver the project as set out in the application (and if relevant, as amended in the offer letter,) then you must contact the SPT as soon as you are aware of the problem. It lies within our discretion as to whether: the grant or part of it will be reclaimed; no further payments will be made; or an amendment to the project will be mutually agreed.
19. If any of the financing of your project changes in any way, you will inform us immediately. This includes but is not limited to: receipt of other grants or funding that is applied to the project; the costs of the project decrease.
20. The grant will be paid as set out in the 'Grants Payments' section below. Grants will only be released upon the delivery of the required monitoring, evaluation and financial returns.
21. For capital (building) projects we will require a copy of the full Planning consent, the final plans and any relevant Listed Building consent.
22. For building projects, on handover, you will take out appropriate buildings insurance.
23. For equipment purchases of over £5,000 we will require you to obtain and provide us with at least 3 quotes, and if you do not accept the lowest quote, a written explanation of the reasons.
24. For equipment purchases over £1,500 you will add the items to your insurance policy.
25. For schemes involving the employment of staff we will require a copy of your equal opportunities policy and proposed recruitment and selection process.
26. You confirm that you have allowed for any redundancy costs or other ongoing financial implications or liabilities arising after or at the end of the grant period.
27. For all schemes involving children or vulnerable adults you will ensure compliance with all the appropriate legislation and good practice and ensure all staff and individuals working with those groups have been subject to appropriate checks and received the relevant training.

The LAA Delivery fund

28. You understand that this grant funding is time limited and there is no expectation of continued funding at the end of the specified period.

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29. You understand that the grant funding is only available for the period: April 2009 to March 2011 and that no grant monies will be paid out after April 2011.
30. All final claims must be received by 28th February 2011. No further payments of grants will be made after March 2009 even if the full grant has not been claimed by that date.
31. In signing the acceptance form you agree to provide us with monitoring and evaluation forms and financial returns that certify expenditure on the project, by the dates set out in 'Grants Payments', below.
32. You will acknowledge the source of this grant funding in all marketing and promotional materials.
33. You will not knowingly contribute to adverse publicity for this fund.
34. The grant or part of it may be withheld, reduced, reclaimed and/or no further payments made in any of the following circumstances:
 - You do not sign and return the acceptance form and/ or you do not accept the terms and conditions
 - You do not return to us financial forms within 21 days of the due date (see Payments below)
 - You do not return monitoring and evaluation forms within 21 days of the due date
 - The total cost of the project decreases
 - You receive additional funding for the project
 - You alter the project in any way without our agreement in writing
 - It becomes clear that the project cannot continue or will not deliver the outcomes identified in your application
 - The project fails to deliver against the milestones you established
 - You fail to comply with any of the conditions of the grant.

Grants payments

Please note that a pre-requisite for any payments is the returned signed Acceptance form.

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	Proposed Date	Sum	Finance form/Monitoring form required by:
Payment 1			
Payment 2			
<i>(completed as relevant to each scheme)</i>			

Monitoring

35. You will monitor the progress of the project and complete regular reports as we require using the forms we send you or as we agree with you.
36. You will comply with any audit requirements that we may initiate.
37. You will fill in a final report on the project using the form we send you.
38. You will participate in the evaluation of the LAA grant programme if asked to do so by us.

Acceptance - Please complete the blank sections below.

The undersigned are authorised by the

..... (*organisation /
department*)

to accept the grant on the terms and conditions as set out above:

Signature 1

To be signed by the Chair, Chief Executive or Director of the organisation:

Signature:

Print name:

Position:

Signature 2

To be signed by a second authorised representative of the organisation:

Signature:

Print name:

Position:

Bank Account details:

*(Requirements to be confirmed depending upon payment method e.g. acct
no; sort code)*

.....

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**Please return this form to arrive not later than 21 days after the date of
your offer letter to:**

Strategic Partnerships team, City Strategy
City of York Council
9 St Leonard's
etc