



Grant Terms and Conditions

In these terms and conditions:

- “*We*” and “*our*” refer to believe housing
- “*You*” and “*your*” refer to the group, company, charity or organisation making application for the *Grant*
- “*Award Letter*” means the letter addressed to *you* and sent by us that awards the *Grant to you*
- “*Grant*” means the money being award to *you* following a successful application for funding toward a *Project* subject to these terms and conditions
- “*Project*” means your project for which *you* have applied for a *Grant*
- “*Terms and Conditions*” means all of these terms and conditions
- The examples given with these *Terms and Conditions* are for illustration only and are not exhaustive and other standards or incidences may apply

1. *Our* obligations:

- a. pay the *Grant to you* either in one sum or in instalments as *we* decide;
- b. will consider reasonable requests to adjust the timescales and proposed activities of *your Project* where possible and any requests to change the Project or the personnel involved in the Project must be agreed in writing with *our* Community Investment Officer;
- c. maintain the confidentiality of any vulnerable groups and individuals involved in *your* Project;
- d. except as may be required by law, keep confidential and not disclose the personal data of any of the people involved in your Project without *your* consent (and if you do consent we shall assume that you have obtained their consent); and
- e. process any personal data received from *you* or in respect of participants in the *Project* in accordance with our privacy notice from time to time and which can be seen at <https://www.believehousing.co.uk/company-information/privacy-notice/>;

provided that *you* comply with and observe the requirements of paragraphs 2 and 3 of these *Terms and Conditions*.

2. *Your* obligations and responsibilities:

- a. deliver the *Project* and satisfy all matters connected with it;
- b. deliver the *Project* under *your* own control;
- c. countersign the *Award Letter*;
- d. be sure that *your* signatory to countersign the *Award Letter* has due authority to accept the *Grant* for *you* and has the power to deal with payment and receipts for money on *your* behalf;
- e. provide us with evidence (for example – your constitution), if we ask for it, to satisfy us that *your* signatory countersigning the *Award Letter* has the power to receive the *Grant*;
- f. have an up-to-date constitution or similar formation documentation as is appropriate to *your* status and to provide that document to us when requested;
- g. have and maintain *your* own bank account, with at least two unrelated signatories and to provide us with your bank details when we request them;
- h. put in place and maintain all required insurances (for example - public liability insurance and employer's liability insurance);
- i. assume all risks in the delivery of the *Project* (other than in respect of the need for the funds for which the *Grant* meets);
- j. obtain all permissions necessary for the delivery of the project (for example – the right of the land owner on whose land the *Project* may be delivered);
- k. meet the principle of inclusion and to comply with equalities laws (for example – The Equality act 2010) in delivering the *Project*;
- l. meet and comply with any safeguarding laws as may apply when delivering the *Project* (for example – the safeguarding of vulnerable people in accordance with the Mental Health act 2005);

- m. have and keep in place adequate safeguarding policies and procedures for any vulnerable adults, young people or children who may be involved in the *Project* and to provide evidence of those policies and procedures to *us* if we require them;
- n. take reasonable steps to safeguard the wellbeing and safety of vulnerable adults, young people or children who may be involved in the *Project*;
- o. undertake background and security checks (for example – Disclosure and Barring Service checks) of the people involved in the *Project* if the nature of the *Project* requires them and not allow people who fail those background checks to be involved in the relevant part of the *Project* (for example – not allowing someone with a criminal conviction for assault with actual bodily harm being responsible for vulnerable people);
- p. meet and comply with all applicable health and safety obligations (for example – The Health and Safety at Work etc. Act 1974);
- q. observe good health and safety practices in the activities involved in the *Project*;
- r. meet and comply with all appropriate laws and regulations as may apply to the activities involved in the *Project* (for example - The Charities Act 2011 and the Value Added Tax Act 1994);
- s. take all reasonable steps to avoid any conflict of interest with *our* business, *our* contractors, *our* staff or *our* tenants;
- t. only use the *Grant* for the *Project* and for the purposes for which the *Grant* was awarded unless *we* agree in writing that the *Grant* can be used for another project or activity – WARNING – we may require the *Grant* to be repaid to us if the *Grant* is spent for other purposes without *our* consent;
- u. not to use the *Grant* to meet any liabilities incurred before the *Award Letter* is signed by *you* and returned to *us*;
- v. provide *us* with details of the *Project* activities as have been undertaken and of the outcomes delivered if *we* ask for it;

- w. within 14 days of receiving the *Award Letter*, provide *us* with the signed award letter, *your* organisation's written constitution or evidence of charitable status (as appropriate or applicable) and *your* bank account details so that we can make a BACS payment can be made to meet the dates in the payment schedule (the bank details do not need to be provided if *you* already sent them to *us*);
- x. keep detailed records of all bank account transactions for the account into which the *Grant* is paid;
- y. provide transaction records relating to the spend of the *Grant* when requested by *us* and not less than every 3 months;
- z. provide *us* with copies of or information about the financial records relating to the spending on the Project if *we* ask for them;

- aa. ensure that the Project can be completed within budget and with the money that *you* have available;
- bb. spent within the later of either 3 months of the date of the *Award Letter* or within one month of the last instalment of the Grant being paid (if paid in instalments);
- cc. not spend the *Grant* on capital expenditure where the award of the *Grant* of for £500 or £10,000;
- dd. tell *us* if the cost to complete the *Project* is less than the *Grant*;
- ee. pay to *us* the unspent part of the Grant within 4 weeks if *we* require it to be repaid;
- ff. repay the *Grant* if you have made a material error or serious omission in the *Grant* application process and *we* decide that *we* would not have award the *Grant* had *we* known about that error or omission at the time the application for the *Grant* was made;

- gg. give us all reasonable assistance in satisfying any query raised in any audit of the spending of the *Grant* that we decide to make;
- hh. demonstrate to *our* reasonable satisfaction how you will raise or secure any necessary additional funds to complete the *Project*;
- ii. provide *us* with information on any funding above that of the *Grant* that may be required to deliver the *Project*;
- jj. use *our* form of financial recording documents if we reasonably require it (for example – a spreadsheet for double entry bookkeeping);
- kk. start the *Project* by a date agreed with *us* (which will be no later than 1 month of receiving the Grant payment or the first instalment of it);
- ll. inform *our* Community Investment Officer in writing if the *Project* is delayed for any reason and agree with *our* Community Investment Officer a revised date for the completion of the *Project* or of the *Project* milestones;
- mm. take all reasonable steps to reach the milestones and objectives of the *Project* that were identified in *your Grant* application;
- nn. take all reasonable steps to achieve the *Project* objective that were detailed in *your Grant* application;
- oo. provide *us* with a report at the end of the *Project* to include:
 - i. evidence that the *Grant* was applied in achieving the aims of the *Project*;
 - ii. a written update detailing progress or completion of the various *Project* objectives, milestones and outcomes;
 - iii. case studies and photos where possible;
 - iv. records of attendance;

- v. data from participant surveys (the details of the survey will be agreed with *us* at the start-up meeting between the *you* and *us*); and
- vi. a detailed statement of expenditure including receipts and/or evidence of spending (for example - invoices for goods and services and staff wages claim forms);

AND in the case of *Grants* of higher value (£10,000 and £20,000) such a report is to be given every 3 months as well as at the end of the *Project*,

- pp. be involved within any publicity and marketing that *we* may reasonably require - this may include media release of both the award of the *Grant* and the objectives of the *Project* being achieved;
- qq. consent to the use of the information give to *us* during the *Grant* application process and over the time that the *Grant* is paid (if paid in instalments) for administration, analysis and research purposes;
- rr. obtain the consent of *our* Community Investment Officer before mentioning *us*, our staff or board members, or using *our* logo in any media release about the award of the *Grant*;
- ss. comply with *our* requirements for the use of *our* name, logo and branding in any of *your* media release about the award of the *Grant* or the *Project*;
- tt. acknowledge *our* financial support of the *Project* in all media releases relating to the award of the *Grant* and obtain the consent of *our* Communications Team before the media release; and
- uu. meet and comply with the obligations of Data Controller within the meaning given in the Data Protection Act 2018 in respect of the personal data that *you* collect and record for *Project* (the Information Commissioners officer gives guidance at www.ico.org.uk).

3. *You* understand and agree that:

- a. these *Terms and Conditions* apply to the *Grant* and shall apply at all times and are binding upon *you* from the date that *you* countersign the Award Letter;
- b. the *Grant* is the total amount payable by *us* for the Project and no further funds will be available;
- c. that the financial accounting in respect of the *Grant* and its spend will be subject to an audit by *us*;
- d. *we* will not release the *Grant* monies until *you* satisfy *us* that any additional funding beyond the *Grant* and required to deliver the project has been secured;
- e. *we* will not release the *Grant* until *you* satisfy *us* that the provider of any necessary additional funds has confirmed the award of those additional funds;
- f. *our* payment of the *Grant* to the bank account that *you* tell *us* into which to make payment satisfies and discharges our obligation to pay the Grant (or the relevant instalment of it);
- g. *we* will not allow any application for a grant to reimburse any monies spent by *you* before the *Award Letter*;
- h. *we* may decide not allow *you* to apply for a grant for any other or future project if *you* fail to observe and comply with these *Terms and Conditions*;
- i. *we* can:
 - i. delay the payment of any instalment of the Grant as otherwise may become due; or
 - ii. require repayment of the *Grant* already paid to *you*

if the reports or records required from *you* are not provided to *us* when due or do not include the details that *we* require unless a revised date for the submission of the report or records has been agreed by *us* before the due date for those reports or records;

- j. *our* decision as to the award the sum of the Grant (or not) is final and that there is no appeal process for challenging *our* decision;
- k. we may impose additional conditions depending on the nature of the *Project* – those additional conditions will appear in the *Award Letter* and we will tell *you* what those additional conditions will be before we issue that *Award Letter*; and
- l. our liability in respect of the *Project* extends only to payment of the *Grant* and not in any other respect (for example – to provide knowledge and knowhow or to assume any liability or risk in the delivery of the *Project*).

These *Terms and Conditions* shall apply in respect of all Grants awarded after [1st April 2022].