

New terms and conditions:

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. sign the *Award Letter*;
- d. be sure that *your* signatory to sign 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 signing 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 landowner 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* sign 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]