

**Sheffield City Council**

**Community Fund 2021/2022 – June 2021**

**Signature and Grants Conditions Form**

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| **Name of Group:**(as on your bank account) |  |

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| --- | --- |
| **Please specify which Ward you are applying to for funding:** |  |

|  |  |
| --- | --- |
| **Name of project or activity for which you are requesting a grant:** (this should be the same as the description you put on your application form) |  |

This document outlines the terms and conditions that apply to all grants awarded from the Council. By signing the declaration on page 4 of this form you are agreeing to adhere to these terms and conditions if your application is successful.

Your Grant Application cannot be considered until you have signed and returned this form to us. The form must be completed by the Grant Contact, the person named in Question 3 of your application.

Once you have printed and signed this form, please return it to us with the Application Form or you can scan your signed form and email it to us at:

Communityfund@sheffield.gov.uk

**Community Fund Grants Conditions**

1. We (the group to which the grant was awarded) will use the grant exactly for the purpose for which it is awarded. The details of the grant will be set out in the award and payment letter/email from the Council.

2. We will take out and maintain appropriate insurance cover for our activities (including the indemnity given in paragraph 3 below). We recognise that the Council has no responsibility to reimburse us in respect of any incidental risks, for example, fire or theft, or in respect of any legal claims brought against us for which we are liable, for example a compensation claim by a third party, whether or not these occurrences are caused by our negligence. (We note that nothing in these terms excludes or limits the Council’s own liability for death or personal injury caused by its own negligence, fraud or fraudulent misrepresentation or any other matter for which it would be unlawful for the Council to exclude or limit or attempt to exclude or limit its liability.)

3. We shall indemnify the Council in respect of all losses, costs, claims, damages and liabilities whatsoever (including without limitation any special, indirect or consequential damage or losses and reasonable legal costs) incurred, received or suffered by the Council as a result of:

(a) any act or omission (including without limitation negligence or any breach of duty or any infringement of rights of any kind) by us or any of our paid staff and volunteers (including directors/trustees/management committee members) (collectively referred to as ‘Our Personnel’) in connection with or in respect of or in consequence of the undertaking of any activities funded in whole or part by the grant;

(b) any breach of these terms by us or any of Our Personnel;

(c) without limiting paragraphs (a), (b) and (c) above, any claim, proceedings or action brought or threatened against the Council and/or any of its personnel or Elected Members by any third party arising from an allegation by that third party of any of the occurrences referred to in paragraphs (a), (b) or (c) above.

4. We will obtain any necessary licences and permissions for our activities and confirm to all relevant requirements in English law, for example, those relating to health and safety, data protection, equal opportunities and anti-discrimination legislation.

5. If our activities involve working with children, young people or vulnerable adults we will carry out Disclosure and Barring Service (DBS) checks (previously CRB checks) on all paid staff and volunteers (including directors/trustees/management committee members) who are in direct contact with our children, young people or vulnerable adult service users and only allow such people to take part in our activities if the result of these checks give no reason to believe that the subject of these checks might pose a risk to members of our client group. We accept that if our activities involve children, young people or vulnerable adults we will ensure that we have appropriate safeguarding policies and procedures in place before carrying out any such activities and that these are followed.

6. We will spend the grant within the time stated in the award and payment letter. If we are, or suspect we will be unable to do this we will notify the Council as soon as possible, and make a written request to the Council to extend this period or return the money promptly. The spending period will be from the date the grant was awarded until no later than 31 March 2022.

7. If we receive an over-payment of the grant we will notify the Council as soon as it is discovered and repay the over-payment promptly.

8. We will comply with all the Council’s monitoring requirements. We will complete and return to the Council the **Community Fund Grant Monitoring Form** within 1 month of the activities funded by our grant ending. The Monitoring Form will be accompanied by receipts for all **items of expenditure over £100.**

9. We will record the grant separately in our annual accounts and keep all financial records, including receipts and make these available to the Council when asked. Receipts/invoices for items paid for by the grant must be kept for 6 years, or indefinitely for Capital purchases, as the Council may request to view them for audit purposes

10. We will co-operate with the Council as our funder and comply with its grant procedures and guidance at all times.

11. We will acknowledge the Council as a funder in any publicity.

12. We will contact the Council in writing immediately if:

1. We become aware of anything that might affect our ability to meet any of the conditions outlined in this form;
2. we become aware of anything that might affect our ability to carry out the purpose of our grant;
3. we discover that any of the information we have provided to the Council in connection with this grant is untrue, incomplete or misleading in any way.

13. We recognise that the Council has the right to terminate, suspend or withhold or reduce this grant or ask for some or all of it to be repaid, in the following circumstances:

1. If we do not keep to the conditions outlined in this document and any other condition relating to the award.
2. If we do not complete the activities in the time stated.
3. If the application forms are completed dishonestly or any supporting documents are false or contain misleading information.
4. If any member of our governing body, staff or volunteers acts dishonestly or maliciously in their work for us at any time during the period of the grant.
5. If we do not take steps to ensure equal opportunities in our employment practices and the delivery of our services.

14. We agree with the Council that the Contracts (Rights of Third Parties) Act 1999 does not apply to this grant award.

15. These terms and conditions will apply until we have spent the entire grant and our Monitoring Form in respect of this grants approval by the Council apart from this paragraph 15 and paragraphs 3, 7, 9, 12(a), 12(c) and 13 that will continue in force.

**Declaration of Intent**

* I confirm the group (we) named on this form has authorised me to make the application for Community Fund grant funding to which this form relates and that we are able to comply with the grant conditions outlined above.
* I confirm that there are at least two signatories for our bank account(s), that these signatories are not related and that at least two signatures are required to make payments or withdrawals from our bank account(s).
* The answers to the questions on this form and on the Application Form, to which this form relates, together with any other information submitted by us in connection with this application are true.
* I confirm we are a not for profit group.

Please tick **✓** to confirm what kind of group you are (tick only one):

|  |  |
| --- | --- |
| Unincorporated association |  |
| Company limited by guarantee/Community Interest Company |  |
| Industrial and Provident Society |  |

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| --- | --- | --- | --- | --- |
| Is your organisation a registered charity: | Yes |  | No |  |
| If yes, please state charity number: |  |

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Position in group: |  |
| Date: |  |

**For Joint Applicants:**

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Name of group and position: |  |
| Date: |  |