# **Community Foundation and Wesleyan Foundation Terms and Conditions**

## **Community Foundation Standard Terms & Conditions**

# **Payment of Grant Aid**

Grant payments will be released as follows:-

- (i) For grants up to £10,000, 100% of the grant aid will be advanced by the Foundation on receipt of this signed Grant Aid Agreement; subject to any additional conditions also being met by the organisation.
- (ii) For grants over £10,000, 80% of the grant aid will be advanced by the Foundation on receipt of this signed Grant Aid Agreement; subject to any additional conditions also being met by the organisation. The balance of the grant aid will be released upon the receipt of a completed online Final Report.

This agreement shall be subject to the Terms and Conditions set out below:

#### The Grant

The grant must only be used for:-

- (i) the project as detailed in the application form submitted to the Foundation and
- (ii) the purpose as detailed under Purpose of Grant Aid, and
- (iii) the expenditure as detailed in the approved budget.

The project to which the grant relates must commence within 6 months of the date of this agreement.

# **Changes to the Project**

The Foundation must be advised immediately of any events such as a change of circumstances or incidents involving the misuse of funds.

Changes must not be made to the nature, scale or timing of the project as defined in the Letter of Offer without the written permission of the Foundation. Changes in the source or amounts of funding must be notified to the Foundation and agreed in writing.

## Staff

Where a project is responsible for the employment of staff, employment conditions and practices must comply with all relevant employment legislation, and should take account of current good practice in relation to employment rights and equal opportunities.

# **Financial Management of the Grant**

The organisation must maintain proper accounting records which clearly indicate both the sources of income and the details of how the grant has been expended. The project should seek to ensure that value for money is achieved in relation to project expenditure and must adhere to the following guidelines:-

• For items of expenditure up to £3,000, there is no requirement to tender or obtain quotations unless specified as a specific grant condition;

- Items between £3,000.01 and £10,000 require 3 quotations from competent suppliers who ordinarily supply the service. The documentation to be retained is a written record of the three quotations which may include an email quotation or internet printout.
- Items over £10,000.01 require a minimum of 3 written quotations and a full tender action which must be publicly advertised in open or restricted tender competition.

A record of all quotations must be retained and the reasons supporting the decision to accept a quotation which is not the lowest should be recorded.

A Final Report detailing the project activities and outcome and the project income and expenditure must be completed at the end of the project and prior to the payment of any further grant aid. The Final Report should be completed online after your project is finished. The link to your online report is provided in the email accompanying this letter. We will also send you a reminder with this web address shortly before your Final Report is due.

You should retain all original financial documentation (original bank statements, original invoices, quotations and other relevant supporting documentation relating to project expenditure) for a period of at least seven years after the completion of the project. We will tell you if we need you to send this financial documentation with your final report. Following inspection by the Foundation, the original documentation will be returned to you.

The organisation must ensure that it has adequate financial systems and checks to ensure that fraud does not occur. Other funding received for this project must be declared to the Foundation. A record of the grant should be identified in the Annual Accounts of the organisation.

# Liabilities

The Foundation accepts no responsibility, financial or otherwise, for expenditure or liabilities arising out of the work of the organisation. Any commitments incurred before this agreement is made or any commitment in excess of the approved budget shall be the responsibility of the organisation.

#### Monitoring

The Final Report must be completed within one month after the end of the project and prior to the payment of any further grant aid. See details above under 'Financial Management of Grant'.

# Insurance

The organisation shall insure and keep insured the activity and all assets associated with it against all risks appropriate to the business of the organisation. Satisfactory written evidence that all such insurance cover has been effected shall be supplied to the Foundation as and when required.

# **Good Practice Policies**

The organisation must comply with best practice and with current legislation regarding funded programmes including matters relating to work with children and vulnerable adults, Section 75 groups, equality of opportunity, TSN (Targeting Social Need), tendering etc.

#### Assets

Assets acquired through Foundation grant aid cannot be sold, disposed of or given away, within the life of the asset or within five years (whichever is longer) without the prior written approval of The Community Foundation for Northern Ireland.

## **Publicity**

Publicity material and publications relating to projects funded by this fund should acknowledge the source of the funding by using the following statement and the logo where applicable:-

"This project has been supported by the Community Foundation for Northern Ireland through (name of Fund)".

## **Sharing of Information**

Information provided by you will be stored on computer and in hard copy by the Foundation and may be made available to funding bodies for the purpose of ensuring the accuracy of information and preventing or detecting crime. Summary details of information relevant to the award of funding will also be made available to the public via the Foundation's website, Annual Report and other Foundation publications. All information will be stored in compliance with Data Protection legislation.

#### Non Fulfilment of Conditions of Grant

In the event of the organisation failing to comply with the conditions of this agreement, or if the grant monies are not spent within twelve months from the signing of this agreement, the Foundation reserves the right to withdraw or reclaim the grant, and to claim ownership of any capital items (cost price in excess of £200) purchased with the grant. Any over-payment of funding must be repaid to the Foundation.

#### **Wesleyan Terms & Conditions**

We agree to comply with the conditions below:

- The grant will be used for the exact purpose as requested in the application form.
- Funding is for one year
- To complete the End of Grant Report, within 13 months of the grant award, and submit it together with copies of all paid invoices and receipts relating to expenditure of the grant. Please note that satisfactory completion of the End of Grant Report is a prerequisite for any future application for a grant. A visit to your organisation/project may be arranged for evaluation and/or audit purposes.
- To provide feedback from those benefitting from the grant award, in the form of a case study.
- To provide brief quarterly updates (as appropriate).
- We agree that the Community Foundation for Northern Ireland and the funder can use our name and the name of our project in its own publicity materials, and we will inform them of any situation where confidentiality is a particular issue.

- We will spend the grant within one year of the date of the offer letter.
- If we do not spend the entire grant, we will promptly return any unspent balance to the Community Foundation for Northern Ireland.
- We will not sell or dispose of any equipment or other assets funded or part funded by the Foundation without first receiving written permission. If any equipment or assets are sold within their working life without such undertaking, the Foundation can ask for a percentage of the original grant to be re-paid.
- We will comply with all current legislation relating to equal opportunities and the safeguarding of children/vulnerable adults, including ensuring all paid and unpaid volunteer staff working with children and vulnerable adults have the required Disclosure and Barring Service (DBS) checks carried out and in place and can evidence this if requested.
- We will advise the Community Foundation for Northern Ireland immediately if there are significant changes affecting the project or funded organisation including but not limited to: a starting delay of more than 3 months; duplicate funding; changes to the financial stability of the organisation; changes to the project as it develops, or any underspend. Approval must be obtained from the Community Foundation for Northern Ireland to use the grant for any other purpose than that stated. The Foundation reserves the right to withhold approval if the proposed expenditure falls outside the criteria of the programme from which the grant was funded, outside the grant-making policy of the Community Foundation for Northern Ireland, or does not clearly contribute to the core aims of the organisation to which the money was granted, in which case, steps will be taken to recover unspent money.

#### Communications

- All publicity generated in relation to this grant should include the following line 'Our project/group has been funded by the Wesleyan Foundation.'
- When communicating about the funded project, the twitter handle @Wesleyan should be used.
- Please notify the Community Foundation of any significant activity / publicity that might be of interest to the funders. Make the Community Foundation aware of case studies that highlight the benefits of the funding.

In the event that the funded organisation is in breach of these terms and conditions the Community Foundation for Northern Ireland reserves the right to take action to recover the total grant awarded and any costs or interest associated with the grant award.