



## Terms, Conditions & Reporting Requirements for a grant approved by Heart of England Community Foundation for the Inclusive Communities Grants Fund

1. The grant will be used only for the exact purpose specified in the approved application, and no other purpose. The offer letter, which confirms the award, will also explain if Heart of England Community Foundation (HoECF) wants us to alter any part of this application.
2. No major change can be made to the project without the express written approval of HoECF.
3. We will not sell or otherwise dispose of any equipment or other assets purchased with the grant without the express written approval of West Midlands Combined Authority (WMCA). If we sell any equipment or assets, we may have to repay a part of any money so received. The amount which we repay will be in direct proportion to the share of the project costs which came from HoECF. The decision taken by WMCA on the amount to be repaid will be final, except in the case of a clear error.
4. No purchase or order of any goods or services specified by this approved application has been made prior to the date of the grant being approved.
5. If a pilot project is funded by this grant, we understand that HoECF will not automatically fund any later project.
6. We will not change the sections of our Constitution which relate to purposes, paying members of the governing body, distribution of assets, or admitting members without first receiving the express written permission of HoECF.
7. We will inform HoECF of any changes to our bank or building society accounts.
8. We will comply with any relevant legislation affecting the operations of the project.
9. We will acknowledge HoECF, West Midlands Combined Authority and the Department of Digital, Culture, Media and Sport (DCMS) in our Annual Report. Our Chair or Secretary's report at the AGM, the accounts covering the grant period, and in any publicity material we produce about the project. We will supply copies of all these documents if requested.
10. We agree that HoECF, West Midlands Combined Authority and the Department of Digital, Culture, Media and Sport (DCMS) 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.
11. We will complete our project and have spent the grant no later than by **31 December 2024**.
  12. If we do not spend the entire grant, we will promptly return any unspent balance to HoECF.
  13. We will monitor the project, and complete and return all required Monitoring Reports to the schedules provided.
  14. We understand that HoECF will not increase the amount of the grant if we overspend.
  15. We will keep all financial records and accounts, including receipts for items bought with the grant, for at least two years from receipt of the grant. All receipts should be retained and copies for those for items of expenditure over £200 should be submitted with monitoring forms. These records will be made available to HoECF on request. We understand that this does not release us from our legal responsibility to keep records for a longer period.
  16. If our group closes down, we will not sell or otherwise dispose of any equipment and assets without first receiving the specific written agreement of WMCA.
  17. We will have all the necessary insurances in place prior to beginning any activity.
  18. We will have the necessary written permissions for projects relating to buildings and land.
  19. These terms and conditions will apply until we have spent the entire grant and HoECF has received and approved our Monitoring Report. If we bought any equipment or assets with the grant, these terms and conditions will apply until the end of the working life of the assets.
  20. HoECF reserves the right to impose further terms and conditions on the grant in the following circumstances;
    - a. If we are in breach of the Grant Agreement
    - b. If any part of the other sources of funding for the project referred to in our application to HoECF is withdrawn
    - c. If HoECF becomes aware of any actions on the part of the members of the governing body, volunteers or staff of our organisation or any person or organisation substantially involved in the delivery of the Project which may have a detrimental effect on the Project
    - d. If in the reasonable opinion of HoECF such conditions are necessary or desirable to ensure delivery of the Project in the manner anticipated in our grant application; or following an agreed change to the Project.



21. We may not assign, change, subcontract or novate this Grant Agreement or the Project without the prior written consent of HoECF.
22. This Grant Agreement shall as regards this Project supersede all prior understandings between you and us and shall constitute the whole agreement between us and shall not be modified or varied without the prior written consent of HoECF.
23. These conditions shall be governed by and construed in accordance with the law of England and the parties hereby choose and submit to the exclusive jurisdiction of the English courts.
24. No provision of this Grant Agreement is intended to or create any right or benefit enforceable against the parties to this Grant Agreement under the contracts (Rights of Third Parties Act 1999).
25. We also give permission for HoECF to record the information given in this form electronically and understand that personal information will be treated confidentially. All information will be held in line with the Data Protection Act 1998 and other relevant legislation. The only purpose the information will be used for is deciding whether or not a grant can be awarded to your group, for customer care, for publicity and for monitoring. The information will be used anonymously for monitoring purposes and will not affect the outcome of your application. By providing us with accurate information you are enabling us to improve the support we can give to voluntary and community groups across the county.
26. We agree that my organisation will help with and be involved in publicity about the grant if we are successful and I agree to being contacted by HoECF.
27. We agree to ensure we are within the UK subsidy threshold of £315,000 (see minimal financial assistance in the Subsidy Control Act 2022).