

Terms and Conditions of this Capital Fund Award

Organisation:

Award amount:

Length of Grant Agreement: 12 months from the date of the Cabinet decision

Purpose of the Grant

The Organisation shall use the Grant only for the delivery of the Project as described in the application and in accordance with the terms and conditions set out in this Agreement. The Grant shall not be used for any other purpose without the prior written agreement of Nottinghamshire County Council ('the Council').

Acknowledgment, publicity and engagement

- The Organisation shall acknowledge the support of the Council in any materials that refer to the Project and in any written or spoken public presentations about the Project.
- The Organisation agrees that any publicity and press releases concerning the project should be arranged in partnership with the Council's Communications and Marketing Team who will ensure that the publicity and press release is in line with the Council's requirements and to support the distribution of publicity and press releases to the media. The contact information for the team is 0115 977 2624 or email communications@nottsc.gov.uk.

The Organisation accepts responsibility for:

- Ensuring that the project is in line with the organisation's governing document;
- Ensuring that all the necessary and relevant legislation, regulations and codes of practice are adhered to. This includes, but is not limited to the recruitment and management of staff & volunteers, Health & Safety (including risk assessments), Equality & Diversity and the [UK General Data Protection Regulation](#) (UK GDPR);
- Ensuring that appropriate and adequate insurance cover is in place;
- Maintaining accurate and comprehensive records, e.g. financial records to show how the grant has been spent, noting that invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Grant must be kept for at least six years;
- The Organisation acknowledges that under the Freedom of Information Act 2000 (FOIA), the Council may be required disclose information without obtaining consent from the Organisation and the Organisation agrees to cooperate with any requests for information in relation to the funded project.

Payment of Grant

- The Council shall pay the Grant to the Organisation providing to the necessary funds being available when payment falls due and the organisation is fulfilling the terms and conditions of this Agreement.
- The Organisation agrees and accepts that payments of the Grant can only be made to the extent that the Council has available funds and the extent to which the organisation has fulfilled the terms and conditions of this Agreement including receipt of all the requested documentation / information.

- The amount of the Grant shall not be increased in the event of any overspend by the Organisation in its delivery of the Project.
- If you are receiving over £5,000 the Grant shall be paid in 2 instalments: 75% on receipt of all the information as requested from the Organisation, and 25% on completion of the Project, providing that all monitoring requirements are completed.
- As part of the monitoring requirements, a site visit by representatives from the County Council will be mandatory for all funded projects. These visits will be arranged at a suitable time and will be subject to access permissions and safety considerations.

The Organisation agrees to repay the Grant to the Council if:

- The Organisation does not deliver the agreed project;
- The Organisation is delivering the project in a negligent manner;
- The funding duplicates funding from another funder;
- The Organisation deliberately provided false or misleading information to the Council;
- The Organisation becomes insolvent or goes into administration, receivership or liquidation, and the funding has not been used for its intended purpose;
- The Council pays an incorrect amount which is more than the intended Grant Award.

Data protection

The parties agree and acknowledge that the Organisation shall not be processing any Personal Data for the Council. In the event that the Organisation is processing Personal Data (not being Council controlled Personal Data) in relation to any Project funded by the Grant the Organisation shall ensure that it complies with its obligations under relevant Data Processing Legislation such as the General Data Protection Regulation.

Limitation of liability

- The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Organisation running the Project, the use of the Grant or from withdrawal of the Grant.
- The Organisation shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Organisation in relation to the Project, the non-fulfilment of obligations of the Organisation under this Agreement or its obligations to third parties.
- The Council's liability under this Agreement is limited to the payment of the Grant.

Termination

- The Council may terminate this Agreement and any Grant payments on giving the Organisation three months' written notice should it be required to do so by financial restraints.
- The Council may terminate this Agreement and any Grant payments in accordance with the rights set out in this Agreement.

Assignment

The Organisation may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Grant.

Contracts (Rights of Third Parties) Act 1999

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

Governing law

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.