

LONDON BOROUGH OF HAMMERSMITH AND FULHAM
CONDITIONS OF GRANT AID
Small Grants

The conditions set out below must be complied with and agreed to by all organisations receiving financial assistance from the London Borough of Hammersmith and Fulham, herein after referred to as “the Council”.

Council departments, may set additional conditions within their service remits and these additional conditions will always be specified in Committee Reports and the grant agreement.

1. ALL ORGANISATIONS RECEIVING FINANCIAL ASSISTANCE SHALL:

- 1.1. Complete and submit to the Council, the signed written undertaking and agreement in respect of the Council’s Conditions of Grant Aid and any additional conditions which may have been set, which shall be to the satisfaction of the Director of the department that administers the grant in question.
- 1.2. a) submit an adopted constitution (Memorandum and Articles of Association where appropriate) and notify the Council in advance of proposed changes to its constitution.
b) submit and operate an equal opportunities and non-discrimination policy, throughout the period of the grant, both as employer and in service provision.
(The above documents must be acceptable to the Director of the department that administers the grant in question with the advice of Legal Services as necessary.)
- 1.3 Pay particular attention to equality in the recruitment and selection process of any post funded by the Council and the provision of the relevant Employment Protection Acts.
- 1.4 Satisfy the Director of the department that administers the grant in question, with the advice of Legal Services as necessary, that the activities to be carried out with Council’s grant fall within the ambit of the organisation’s constitutional powers.
- 1.5 Use the grant wholly and exclusively for the purpose(s) specified in the grant agreement. Any variation in use of the grant must be agreed in advance with the Council.
- 1.6 Keep proper and up to date records and provide a full report on the activities of the organisation in particular, those activities in respect of which the grant is used; relevant; statistics on numbers of persons assisted and other monitoring information as the Council may reasonably require.
- 1.7 Provide direct services to the residents of Hammersmith and Fulham.
- 1.8 Keep the Council informed through periodic progress reports and any such information which may be required, of all matters relating to the need for and the use of the grant and in particular notify the Council in writing of any changes

to the factors that formed the basis on which the grant was decided upon e.g. job descriptions.

- 1.9 Take all reasonable steps to seek and obtain funding from sources other than the Council.

2. THE ORGANISATION ACKNOWLEDGES THAT:

- 2.1. The agreement of the Council to give financial assistance to the organisation is limited to the amount and for the period specified in the grant agreement and does not imply any commitment or agreement to fund the organisation for more than that amount or for any further period.

3. THE ORGANISATION AGREES TO:

- 3.1. The Council contacting your organisation's other funders to discuss financial and service details, monitoring information and other areas of performance.
- 3.2. Repay the Council, forthwith on demand, the grant or such part thereof as specified by the Council:
 - a) the organisation has failed to comply with any grant conditions.
 - b) the application form was completed dishonestly or significantly incorrectly or misleadingly.
 - c) members of the governing body, volunteers or staff of the organisation have acted dishonestly or negligently at any time directly or indirectly to the detriment of the grant during the period of the grant.
- 3.3. Acknowledge LBHF funding in printed materials.
- 3.4. In the event that the organisation is dissolved or, being a limited company, goes into liquidation:
 - a) Any of its assets which have been purchased with grant monies and/or any unexpended grant monies shall be returned to the Council unless the Council agrees otherwise, such agreement to be on terms decided by the Council.
 - b) Repay the Council forthwith on demand, the grant or such part thereof as may be specified
 - c) No further grant monies shall be payable to the organisation with effect from the date upon which the dissolution/liquidation occurred

4. THE ORGANISATION AGREES NOT TO:

- 4.1. Publish any material which, in whole or in part, appears to be designed to affect public support for a political party where grant is made in whole or part for the purposes of publishing material within the meaning of Section 2 of the Local Government Act 1986.

5. FINANCIAL CONDITIONS

Where your organisation is in receipt of financial assistance, you are required to:

- 5.1. Keep proper books of accounts and have them independently audited or certified annually by a qualified accountant.
- 5.2. Submit as soon as possible and at least within six months of the end of each financial year, externally and independently audited accounts for the financial year of the organisation during which any grant is received (or expended).

- 5.3. Submit the accounts within six months of the end of each financial year, signed by or on behalf of the management committee.
- 5.4. Submit for inspection books of accounts and other records or certified copies thereof, as may be required relating to the use of the grant, within 14 days of a request to do so
- 5.5. Ensure that no person involved in the preparation of accounts has any business or personal relationship to another person involved in day to day operation of the organisation.
- 5.6.
 - a) Show the grant award in the Organisation's annual accounts as a restricted fund and not included under general funds. This means that the unspent funds and/or assets in respect of this grant must be shown separately in the organisation's accounts
 - b) Where grant aid from the Council exceeds £2,000, ensure that the Annual Report and accounts include a statement showing the use to which the grant has been put, in accordance with section 37 of the Local Government and Housing Act 1989.
- 5.7. Submit a full projected income and expenditure budget for the year, including all income from other sources, by 1st April, or within 1 month of the grant award notice.
- 5.8. Submit a revised income and expenditure budget for the current financial year by 31 October, to show actual income and expenditure for the period 1 April to 30 September and forecast income and expenditure for the following six month period 1 October to 31 March.
- 5.9. Payment of the approved grant shall only be made in respect of actual costs incurred, as follows:
 - a) Submit, within one month of receiving grant payment, all paid invoices for capital equipment under £1,000
 - b) On receipt of invoices for purchases of capital equipment over £1,000
 - c) Submit reasonable evidence of expenditure properly incurred as may be required by the Council
- 5.10. Keep and maintain an inventory of all assets purchased with grant aid. This inventory shall include a brief description of the asset, serial number, date of purchase and on any sale, date and income received on such sale. The organisation shall not dispose of any item of equipment or furniture, etc., purchased with grant monies without prior written consent of the Council
- 5.11. Where the above items are disposed of, repay the Council forthwith, on demand, such part of the grant as the Council may determine. Such sum shall not exceed the sum which the Council considers to be equivalent to the market value of the items on disposal.
- 5.12. Take out insurance policies to cover the following risks (as appropriate);
 - a) Public and employer's liabilities
 - b) Fire and other risks to property

- c) Risks arising from the use of vehicles
- d) Theft or damage to property and its contents

5.13. The Council accepts no liability whatsoever to the organisation or to any third party for any costs, claims, damages or losses however they are incurred.

5.14. The organisation shall not be, or be deemed to be, an agent of the Council and shall not hold itself out to any third party as such.

6. Failure to comply with the conditions of grant aid may result in additional conditions upon the payment of the balance of the grant being imposed or payment of grant being withheld until matters are resolved to the satisfaction of the Council.

GRANT AGREEMENT

PLEASE ONLY COMPLETE THE SECOND SECTION OF THE FORM BELOW

1. The Council has awarded (name of organisation)..... a grant of £..... as agreed by Cabinet Member for Community Services/or under the Delegated Authority Powers of a Cabinet Member or departmental Director)

This Grant is for the period of 12 months, starting on the date given in the letter confirming the awarded funding, and for the purposes as set out below:

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2. Management Resolution

The two signatories named below should be authorised to sign this agreement.

WE AGREE AND UNDERTAKE THAT:

1. We will comply with the Conditions of Grant Aid and any additional conditions/documents required by the Council.
2. and that any breach of these Conditions of Grant Aid is therefore a breach of this agreement.
3. and that in the event of any breach of the Conditions of Grant Aid, the grant or such part of the grant as the Council may decide shall be repaid to the Council on demand and/or shall be recoverable by the Council by action for a debt.

Name Name

Office held..... Office held.....

of (home address)..... of (home address).....

.....

Signed Signed

Date..... Date.....