

**LOCAL NETWORK FUND (LNF) APPLICATION**  
**TERMS AND CONDITIONS**

**PROJECT:**

**PROJECT REFERENCE:**

**APPLICANT ORGANISATION:**

**COUNCIL:** Durham County Council

**LNF GRANT :** £

**MATCH FUNDING REQUIRED:**

**GRANT OFFER DATE:**

**PREDICTED PROJECT END DATE:**

**FORECAST PERFORMANCE INDICATORS:**

From the 'What difference will your project make?' form that you submitted the project is forecast to achieve the following benefits:

Code	Indicator	Target
	<b>Total Beneficiaries</b>	

**General**

1. The Organisation will use the Grant in a lawful manner for the activities or purposes indicated in its application and for no other activities or purposes without the prior written consent of the Council.
2. The Organisation will ensure that at all times while the Grant Agreement is in force it is correctly constituted and regulated and that the receipt of the Grant and the delivery of the Project are within the scope of its governing documents.
3. The Organisation will ensure that it has an equal opportunities policy in place at all times.

## The Project

1. The Organisation will not use the Grant to pay for any spending commitments it has made before the date of the offer letter.
2. Projects must start within 12 months of the date of this offer letter.
3. The Grant should be spent within 12 months of the date of the offer letter or 3 months after the predicted project end date whichever is latest.
4. The Organisation will provide copies of other grant assistance letters received or which may be received in respect of this Project from public and private sector organisations.
5. Where actual costs incurred are less than the amount of Grant offered, the Organisation will return any unspent amount to the Council promptly.
6. The Organisation shall repay to the Council any money awarded should any assets wholly or partly funded by the Local Network Fund:
  - a. No longer be used.
  - b. Be used for a purpose other than that originally approved without consent.
  - c. Be sold, disposed of or transferred without the prior written consent of the Council.
6. The Council may reduce, suspend, or withhold Grant payment, require all or part of the Grant to be repaid or require any asset whose purchase or acquisition has been funded using the Grant to be returned to it, in any of the following circumstances:
  - a. The Organisation fails to meet any of these terms and conditions.
  - b. The Grant has not been used for the purposes for which it was given.
  - c. There is unsatisfactory progress towards completing the Project.
  - d. The application form was completed inaccurately, or the supporting documents gave false or misleading information.
  - e. Any financial irregularities or fraud on the part of the Organisation has been suspected or identified and insufficient measures are being taken to investigate and resolve such irregularities/fraud.
  - f. It is likely that the Organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or it is about to make an arrangement with, or guarantee a Trust Deed with its creditors.
  - g. The Organisation receives duplicate funding from another source for the same or any part of the Project.
  - h. The Organisation becomes legally ineligible to hold the Grant.
  - i. There are reasonable grounds to believe that it is necessary to protect public money.
  - j. There are any other reasons why continuing to fund the scheme would be undesirable.

Where the Council require the Organisation to repay any amount of the Grant, the Organisation must repay the amount concerned in full within 20 working days of receiving the demand for repayment.

7. Unless the consent of the Council has been obtained any items purchased with LNF must be returned to the Council should the Organisation:
  - a. Cease to operate for any reason.

- b. Be declared bankrupt.
  - c. Be placed into receivership or liquidation.
  - d. Enter any arrangements or composition for the benefit of its creditors.
8. The Council requires the Organisation to indemnify it against all claims, costs or proceedings arising from or in connection with the Organisation's management of the Project or failure to comply with these terms and conditions.
  9. The Organisation shall ensure that all parties involved with the Project comply with their legal obligations. We reserve the right to request evidence of this as necessary.
  10. The Organisation will maintain adequate insurance at all times in respect of the Project and if asked will supply evidence to the Council.
  11. The Organisation shall obtain competitive quotes for the goods and services it wishes to pay for with the Grant.
  12. The Organisation must seek the prior written consent of the Council in respect of any change to the Project.
  13. The Organisation must notify the Council in writing of any events which might adversely affect the delivery and/or completion of the Project or any part thereof.
  14. The Organisation recognises that the Council accepts no liability arising out of the Project, including for the avoidance of doubt the use of the grant or from the withdrawal of the Grant.
  15. If your Project involves work with children, young people, or vulnerable adults ("vulnerable people"), the Organisation shall take all reasonable steps to ensure their safety. You will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service. The Council reserves the right to request evidence of this as necessary.
  16. The Organisation shall keep all assets funded by the Grant in good repair and agrees to meet the ongoing repair and maintenance costs beyond the contractors guarantee period. The Organisation will, within a reasonable period, replace any asset funded by the Grant which is destroyed or stolen.
  17. The Organisation shall acknowledge the Grant in its Annual Report and in any other appropriate publicity.
  18. The Organisation consents to any publicity about the Grant and the Project as the Council may from time-to-time issue.
  19. Nothing in this agreement shall prevent the Council from disclosing any information, whether or not related to the Project which we consider is required in order to comply with the Freedom of Information Act.

20. If your project is involved in the provision of food, your project details will be shared with the Food Safety Team, Community Protection Service, Durham County Council.

### **VAT**

1. The Organisation will ensure that it accounts for all VAT in relation to the project. Any VAT issues that arise must be brought to the Council's attention as soon as possible.
2. The Grant made is inclusive of any non-recoverable VAT. The Organisation would notify the Council immediately if any irrecoverable VAT claimed under the Grant becomes recoverable.

### **Maintaining Records and Monitoring**

1. The Organisation will maintain accurate records on the progress of the Project including any activities and outputs achieved. These must be available for inspection by the issued by the Council at any reasonable time. The Organisation shall complete the monitoring forms sent to you by the Council.
2. The Organisation must maintain up to date accounts and retain all invoices, receipts and other relevant documents including evidence of spend relating to the Project, such that a clear audit trail can be followed. These must be made available for inspection by the Council at any reasonable time and must be copied and returned with the monitoring form when requested.
3. The Organisation is required to submit comprehensive updates e.g. written reports, attendance lists, photographs of achievements etc. on Project performance to the Local Network when requested. This will include any further information the Council may ask for about the Project including delivery against stated outcomes, milestones, outputs and spend as detailed in your application or about your Organisation and its activities. The Council will use this information to monitor the Project and evaluate our Grant programme. You may also be required to attend Local Network (LN) Panel or sub-group meetings to report on performance. This will require the Organisation to liaise with the LN to agree the monitoring timetable and information required.
4. In the event that satisfactory performance in delivering the outcomes, milestones and key performance indicators specified in your application is not achieved the Council may reduce, suspend or withhold grant payment or require all or part of the Grant to be repaid.
5. The Organisation shall retain all financial and other records showing how the Grant has been used for at least 7 years.
6. The Organisation accepts that the Council is entitled to carry out monitoring visits on projects that it has funded.
7. The Organisation must seek the written consent of the council if funds from this grant are going to be used to pay for goods or services from an individual or company that would benefit a member of this organisations management committee or anyone known by them in a personal capacity. Three quotes from separate individuals or companies must be sought for the goods or services in question prior to entering into a contract. Evidence that these quotes have been sought must be kept and made available on request \*\*if in doubt ask your LN Team for advice.

**Additional terms and conditions specific to this project:**

**PLEASE SIGN AND RETURN THE WHOLE DOCUMENT AND NOT ONLY THE SIGNATURE PAGE**

**Acceptance of Local Network Fund Terms and Conditions**

If you wish to accept these terms and conditions, please sign this letter in the space provided and return a copy to Durham County Council at the email address given on the offer letter.

Signatories must hold the appropriate authority to sign this document and enter into this agreement.

Signature: .....

Name (CAPITALS): .....

(duly authorised for and on behalf of the recipient organisation)

Position: .....

Name of Organisation: .....

Date: .....