

Grant Agreement: Small Grant Schemes

Grant Agreement

The Police and Crime Commissioner for Cumbria and **Colton Parish Council**

Terms and conditions for small grant schemes made by the Police and Crime Commissioner for Cumbria

Definitions:

"Commissioner" means the Police and Crime Commissioner for Cumbria

"Grant" means grants made by the Commissioner

Terms of Funding:

- 1) Grants may only be used for the purpose specified in the approved application and offer letter.
- 2) Assets or equipment purchased with grant monies may not be sold or otherwise disposed of without written approval of the Commissioner. Where sale or disposal does take place (approved or otherwise), repayment of grant may be required. The level of repayment and the timescale for this will be determined by the Commissioner.
- 3) Payment of grant will not be made until the confirmation of acceptance of these terms and conditions and any additional conditions outlined in the offer letter are received by the Commissioner.
- 4) Any approved grant does not imply any on-going commitment by the Commissioner to make further payments to the applicant organisation.
- 5) Applicant organisations will inform the Commissioner of any changes to bank details.
- 6) Applicant organisations shall comply with all relevant legislation, law and taxation rules that apply to their organisation.
- 7) Applicant organisations agree to participate in publicity the Commissioner may wish to undertake around the grant made to the organisation. The organisation will inform the Commissioner where confidentiality considerations are relevant.

21 SEP 2016

- 8) The organisation will share with the Commissioner prior to publication any publicity that they may wish to undertake in respect of the grant to allow the Commissioner to contribute to the publicity.
- 9) Applicant organisations will acknowledge the Commissioner in any publicity material they produce specific to the grant. Applicants agree to provide copies of any such materials to the Commissioner.
- 10) The Commissioner agrees his name "Police and Crime Commissioner for Cumbria" may be used by the applicant organisation to indicate the grant support he has provided.
- 11) Grants must be spent within 12 months of receipt unless otherwise outlined in the offer letter.
- 12) Where an applicant overspends on the activity which was the subject of the grant application, no further Funds will be made available by the Commissioner.
- 13) Where the grant is not spent in its entirety, any unspent balance must be returned to the Commissioner.
- 14) Grant recipient organisations must retain all financial records and accounts, including receipts, related to the grant, for at least two years from receipt of the grant or in line with legal and/or taxation rules requirements, whichever is the longer. These records shall be made available to the Commissioner on request. The applicant organisation will permit any officer of the Commissioner or its appointed auditors to visit its premises and/or inspect any activities and records related to this grant.
- 15) The Commissioner may withhold some of all of the grant or require repayment, in the following circumstances:
 - a) These terms and conditions and those of the offer letter are not complied with
 - b) If the application form was completed dishonestly, or its contents or those of supporting documentation false or misleading
 - c) The applicant organisation does not promote equality of opportunity or is in breach of the requirements of equalities or health & safety legislation
 - d) The applicant organisation does not follow appropriate policies on safeguarding children or adults
 - e) The activities of the applicant organisation or its staff and/or volunteers are likely to bring the Commissioner into disrepute
 - f) The applicant organisation fails to complete the evaluation report.
- 16) An evaluation and monitoring report must be completed in respect of the grant as outlined in the offer letter. Failure to complete this may result in the grant being repayable.

- 17) By agreeing to these terms and conditions, the applicant organisation permits the Commissioner to record the information they have supplied to the Commissioner in an electronic format. All information will be held in line with the Data Protection Act 1998 and other relevant legislation. Information held will only be used for the purposes of the grant, publicity and monitoring the grant. The Commissioner will, for the purposes of transparency and public accountability, publish details of all grants awarded and this grant agreement.
- 18) Where applicable the Commissioner and the applicant organisation are required to comply with the Freedom of Information Act 2000.
- 19) The decisions made by the Commissioner in awarding grants are final. There is no appeal process.
- 20) In no event will the Commissioner be liable to the applicant organisation or any third party for any actions, claims, demands, proceedings, costs, charges, expenses and damages, whether direct, indirect, incidental or consequential, arising out of the use or inability to use the Grant, even if the Commissioner has been advised of the possibility of such actions, claims, demands, proceedings, costs, charges, expenses and damages.
- 21) The applicant organisation shall insure with a reputable insurance company against all loss of and damage to property and injury to, or death of persons arising out of or in consequence of the Applicant organisation's obligations under this Agreement and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof. If your organisation does not have insurance or you think you are unable to comply with this term please contact us.

Payment schedule:

Payments of the grant will be made 80% in advance and 20% in arrears and will be subject to the above terms and compliance with the section in this agreement on the purpose of funding.

The purpose of this funding agreement is to:


Deliver the scheme proposed by Colton Parish Council and set out within the Application (012/16) to the Community Fund. Full award of funding is subject to the COPCC being in receipt of the final scheme evaluation report.

The funding will be used to develop and deliver effective strategies to tackle rural crime in the parishes of Colton and Satterthwaite. The project will raise awareness through education around poaching, how to reduce criminal activity and how to report rural crime incidents. The project will also focus on the criminal justice processes. Any changes or delay in delivery of the project should be notified to the OPCC prior to any spend of Community Funds.


Acceptance of grant

Colton Parish Council accepts the grant of £7,824 contained in this grant agreement and agrees to comply with the terms and conditions of the grant under which the grant is issued.

Colton Parish Council

Signature	
Name	AMANDA LANE
Date	19/9/16
Position	CLERK and RESPONSIBLE FINANCIAL OFFICER, COLTON PARISH COUNCIL

Police and Crime Commissioner

Signature	
Name	Peter McCall
Date	15 th September 2016
Position	Police and Crime Commissioner