

LGBT



## The Police and Crime Commissioner for Cumbria and LGBT HQ

Terms and conditions for Community Fund grants made by the Police and Crime Commissioner for Cumbria 20 APR 2014

### Definitions:

"Commissioner" means the Police and Crime Commissioner for Cumbria

"Grant" means grants made by the Commissioner from the Community Fund

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 either the specific grant made to the organisation or the Fund itself. The organisation will inform the Commissioner where confidentiality considerations are relevant.
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. Applicant 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 its own 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 and Fund. The Commissioner will, for the purposes of transparency and public accountability, publish details of all grants awarded and the recipients.

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 and in operating this Fund 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.


### Purpose of Funding

The funding must be used for the purposes set out within LGBT's application to the Commissioner's Community Fund. The funding is conditional upon receipt of an end of scheme evaluation report consistent with the requirements set out in the community fund application pack.


### Acceptance of grant

LGBT HQ accept the grant of £10,000.00 contained in this grant agreement and agrees to comply with the terms and conditions of the grant under which the grant is issued.

LGBT HQ

Signature	
Name	Glenn Anderson
Date	28/4/14
Position	co-founder of organisation (CHAIR)

Police and Crime Commissioner

Signature	
Name	RICHARD RHODES
Date	30.11.14
Position	POLICE AND CRIME COMMISSIONER