



# CONDITIONS FOR YOUTH OPPORTUNITY FUND GRANTS - EQUIPMENT AND ACTIVITIES 2009

YOF 3A

## **Standard Conditions For Acceptance Of Grants by Organisations on Behalf Of Young People (to be read in conjunction with YOF 1A & YOF 2A)**

**This form should be read by the lead person within the organisation supporting the application and the detail explained to the young people applying for the grant.**

### **Information for organisations**

**Everyone who intends to apply for a grant from us must read all relevant documentation:-**

**Application Form - YOF 1A**

**Criteria – YOF 2A**

**Standard Conditions for Grants – YOF 3A**

Please Note in this Conditions for Grants document and all associated paper work:

- 'you' means the organisation that we have given a grant to
- 'we', 'us' and 'our' means East Sussex County Council Children's Services.

### **The purpose of the grant**

You must use the grant for the purpose for which we awarded it. This will be the purpose you gave in your original application and any changes after that for which we have given you our written approval.

The 'Confirmation of offer letter' is the letter or funding agreement in which we tell you that we are awarding a grant. Where the grant is in response to your application, the letter will explain if:

- the grant is only being awarded for some parts of the application and not all of it or if we have made any other changes to what you originally asked for.

After receiving our offer, you should sign and return the appropriate form unless you want to make any significant changes to the activity we approved. We may alter or withdraw the grant we offered if we do not consider the change in planned activity to be reasonable in relation to the funding we offered. You should not go ahead with any changed activity before you have received our written approval for this change.

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## Section A – Standard Conditions

The amount of the grant 'written in the offer letter' is the most we will pay.

Where the grant is for a specific activity, if the 'net cost' (the difference between the project's income and expenditure) at the end of the activity is less than was originally agreed, you will owe us the amount you have not spent.

### **Evaluation**

An evaluation, monitoring forms and case study will be sent to successful applicants and must be completed by the young people and the named person within the organisation and returned no later than: -

**31<sup>st</sup> March 2009**

### **Accepting the offer**

You must confirm that you accept the grant by signing the confirmation of the offer letter that will be sent to you. An authorised officer must sign the letter on behalf of your organisation. You must send the signed document back to us. We will not make any payments until this has happened.

By accepting any offer of grant from us, you are agreeing to the terms and conditions in all the above named documents and will allow us or our agents access to any financial records relating to this grant.

### **Breaking these conditions, and suspending or repaying the grant**

If you break any of these conditions, you may have to pay back either all or part of the grant and this may affect future applications.

When we are deciding, we may think about whether, in our opinion, the conditions were broken because of factors outside your control.

Standard conditions for grants

You may need to pay back the grant if:

- you close down your business (unless it joins with, or is replaced by, another business that is able to carry out the purposes of the grant to our satisfaction)
- you significantly change the bid outline for which you received funding without our approval beforehand
- you do not use the grant for the purpose for which we awarded it
- you do not complete the project (unless, in our opinion, this failure was because of factors outside your control)

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- you wrote anything significant in your application that is wrong or misleading, either by mistake or because you were trying to mislead us
- you are declared bankrupt or become insolvent, any order is made, or resolution is passed for your administration, winding up or dissolution, an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets, or you enter into or propose any arrangement with the people you owe money to, or
- you act illegally or negligently at any time during the funded activity, and we believe it has significantly affected the funded activity, or is likely to harm our or your organisation's reputation.

## Exceptions to condition

- a) We can decide whether to ask for repayment and whether to keep funding the project. When deciding these things, we will consider whether the problem can be fixed in a way that we are happy with, and within a reasonable time.
- b) When we want you to pay us back, we will consider how much of the funded project has been successfully completed before deciding the amount of money you should repay.

If we do not enforce our rights after you break a condition, this does not mean that we will not enforce that right in the future.

## General conditions

You must acknowledge our grant by following the guidelines we will provide. You need to indicate that "**This project was supported by ESCC Youth Opportunity Fund**" on all published material, both printed and online.

You are responsible for being fully aware of issues about protecting children and vulnerable adults. You should consider any possible risks involved in the funded activities and take appropriate action to protect everyone involved.

**Note 1:** You must adopt and carry out a written policy and set of procedures to protect children and vulnerable young adults. As part of these procedures, you should check the backgrounds of any of your organisation's staff who are working in childcare positions, whether this work is formal or informal, voluntary or paid. Make any 'disclosures' as described in the Protection of Children Act 1999.

**All staff must have undertaken an enhanced Criminal Records Bureau (CRB) check and a copy of this certificate held by the organisation. We may want to see evidence that you follow this procedure.**

You must carry out your business within any relevant government legislation, especially when employing staff.

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**You are responsible for getting any licences, permissions and insurances that are necessary by law.**

If you accept our offer of a grant, this means you are confirming that the payment does not, and will not be used, to break any immigration conditions in the UK that you must follow. If you are wrong about this, we can stop any future payments and will try to get back any of the grant we have already paid.

We cannot be held responsible for any of your debts or liabilities, and will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

You are responsible for getting your own financial and legal advice. This includes getting appropriate professional advice on your tax status as a result of receiving funding from us.

**You must have and carry out an equal opportunities policy, and give us evidence of the results of this policy across all aspects of your activities. You should follow best practice in this area by referring to the Equal Opportunities Commission, the Commission for Racial Equality, the Disability Rights Commission and any other relevant organisation.**

Your organisation is responsible for its own management and affairs. You must not assume that your business is financially stable even if we continue to support you. You must get proper advice whenever you need to, so that you will be able to continue to carry out your business legally. Our staff, members and advisers will not take part in carrying out your business and cannot be held responsible for your business.

You must not use the grant to pay for goods or services that have been bought or ordered before you received the offer letter.

## **Information we need from you**

We reserve the right to request information from you about your organisation or this project in addition to that obtained from the application form YOF1A and the project evaluation form.

You must monitor the success of the funded activity and give us any information we need to be sure that the funded activity has been completed properly and in a way that follows these standard conditions for grants.

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## Section B – extra conditions for those organisations receiving a Youth Opportunity Grant on behalf of young people

You must ensure that the monies received on behalf of the young people that your organisation has endorsed is spent on the activities as laid down in the bid. Children's Services will forward the monies by cheque prior to the date of the activities and it is your organisations responsibility to ensure this money is spent on the activities for which it has been approved, within the time scales agreed.

An accurate audit trail and all relevant receipts need to be available for monitoring and kept for a minimum of two years after the project has been completed. (all receipts need to be kept until April 2012).

You must consider the duties set by the Insolvency Act 1986 and related legislation on limited companies. Your board must make sure, by taking appropriate professional advice when necessary, that your organisation can continue to be 'solvent' (this means, continue to meet its financial responsibilities). You must tell us immediately if your organisation changes in a way that may threaten its solvency. You must not rely only on continued support from us as evidence of solvency. You cannot use any of these monies to pay for redundancy payments. This applies whether or not the funding agreement says that the revenue support is to be used towards staff salaries.

During the period covered by your grant, you must not sell any assets or goods that have been either totally or partly bought, restored, conserved or improved with our grants unless:

- you can sell them for their full current market value, and
- we have given you permission, in writing, beforehand.

If you sell or give away assets or goods bought, restored, conserved or improved with our grants, we will receive an appropriate share of the 'net' proceeds (after tax and so on) of this for as long as these assets or the improvements have a useful economic life. However, after we have considered all the circumstances, we may not ask for this if we think it would be inappropriate. We may decide this before you sell or get rid of the assets if:

- the money gained from the sale is used to benefit the project for which the grant was made, and
- there are arrangements in place for dealing with the proceeds of sale if these are either higher or lower than we had expected.

January 2009