

MEMBERS WARD BUDGET

TERMS AND CONDITIONS

The Grant is subject to the following terms and conditions set out below:-

1. The Grant is only to be used by the Recipient for the purpose of fulfilling the Project. If the Grant is used for any other purpose the Council may require the Recipient to repay the Grant.
2. The Recipient shall ensure that the Grant will be used wisely and that the purchasing of any goods or services using the Grant will achieve value for money.
3. The Recipient shall comply with all laws in relation to the Project and the Grant.

PAYMENT OF THE GRANT

4. Payment of the Grant will be made by the Council following approval of the application.
5. Payment shall be made directly into the Recipient's nominated bank account through BACS (the Bankers Automatic Clearing System).
6. Any unspent Grant must be returned to the Council within 1 month of the spend by date indicated in the application

KEEPING SAFE

7. The Recipient agrees to make sure that the activities and undertakings in relation to the Project are carried out using care and skill, having regard to the health and safety of anyone affected by those activities including end users, the public and co-workers. Any premises and/ or equipment that is used must be clean, safe and appropriate for the Project.

MONITORING/INFORMATION

8. If requested to do so by the Council the Recipient must promptly provide to the Council evidence of how the Grant was spent, to include:
 - a. Original receipt(s) equivalent to the value of the monies spent under the Project.
 - b. A supporting statement showing how the monies were spent.
9. The Recipient must allow representatives of the Council to examine:
 - a. All operations carried out by the Recipient and its contractors.
 - b. The Recipient's records relating to the Project including all those listed in Clause 9 above.
10. The Recipient must provide all reasonable assistance to any Council representatives and must provide copies of any documents they require for their review. We require evidence of expenditure and activity for the period of funding in line with the approved grant application to ensure that the grant has been spent lawfully and for its original intention. Therefore I also attach an activity report and an expenditure form for completion and return to DCFWardbudget@doncaster.gov.uk before the date specified in paragraph 6 above.
11. The Recipient must provide all the information reasonably required by the Council to monitor the Project and to ensure compliance with these terms and conditions.

WITHHOLDING AND/OR CLAW BACK OF GRANT

12. The Council reserves the right to claw back any Grant monies paid and end this Agreement in the following circumstances:

- a) The Recipient fails to comply with any of the conditions in this Agreement.
- b) The Recipient fails to provide evidence of spend as detailed in 'Monitoring/Information' paragraph.
- c) The Council considers that the Recipient has acted unreasonably and /or dishonestly (including statements made in the Application).
- d) The Recipient commits or has committed an offence under the Bribery Act

13. The Recipient may end this agreement at any time following acceptance provided it informs the Council in writing and returns (on demand) such part of the Grant which the Council considers to be reasonable.

ADDITIONAL OBLIGATIONS OF THE RECIPIENT

14. The Recipient will comply with all reasonable directions of the Council.

15. The Parties agree that where the Recipient uses personal data for the purposes of this Agreement, the Recipient and all those working on the Project carry out such Processing as a Controller, and not as a Processor. The Recipient will comply with all the requirements of Data Protection Legislation, will hold data securely and will only use any personal data provided by the Council strictly for the provision of the Project. Data Protection Legislation means (i) the General Data Protection Regulation (Regulation (EU) 2016/679, the Law Enforcement Directive and any applicable national implementing laws as amended from time to time and the Data Protection Act 2018.

GENERAL LEGAL AGREEMENT CLAUSES

16. Consideration for the Grant will be £1.00 if called upon to pay.

17. The Grant will be held by the Recipient on trust for the Council.

18. The Recipient shall not assign or otherwise transfer this Agreement or any of its rights and duties hereunder whether in whole or in part without the prior written consent of the Council.

19. If any part of this Agreement is held unlawful or unenforceable that part shall be struck out and the remainder of this Agreement shall remain in effect.

20. No delay, neglect or forbearance by either party in enforcing its rights under this Agreement shall be a waiver of or prejudice those rights.

21. This Agreement is governed by the laws of England and Wales.