



Philip Seccombe
Police and Crime
Commissioner
for Warwickshire

Philip Seccombe Police and Crime Commissioner for Warwickshire Grant Scheme 2018-2019.

Terms and Conditions.

Definitions

“Recipient” means the person or organisation receiving the grant

“Application form” means the Recipient’s application for the Grant

“Grant” means the grant payable by the Officer of the Police and Crime Commissioner to the recipient under the terms of the grant agreement.

“Grant agreement” includes and incorporates these terms and conditions and any additional conditions contained in the grant offer letter.

“The initiative” means the activity or project for which the Police and Crime Commissioner is giving the grant for as set out in the application form and any supporting documents, and/or as may be varied by the grant offer letter.

“Grant offer letter” means the letter from the Police and Crime Commissioner to the recipient of the grant, which sets out the offer of the grant. This will include: the amount, the purpose for which the grant is to be used, the funding period and any additional conditions.

“Funding period” – the time period as stated in the grant offer letter, within which the grant monies must be spent.

“Acceptance period” – time period as stated in the grant offer letter, within which the grant offer must be accepted.

Conditions

1. The grant is made only for the initiative outlined in the grant offer letter and as described in the application form, save only as may be subsequently approved in writing by the Police and Crime Commissioner.
2. The Police and Crime Commissioner does not commit to renew or continue financial support to the Recipient after the Funding period has ended and Recipients should therefore have contingencies for dealing with the cessation of any funding stream offered by this scheme.
3. Where the Funding period covers more than one financial year, funding after the first will only be granted where the Police and Crime Commissioner is satisfied that the initiative has achieved a satisfactory level of performance.

Equal Opportunities and Lawful Conduct

4. The grant agreement shall be governed by the law of England and Wales.
5. The Recipient shall comply with all laws regulating the way the initiative is operated, the work carried out, the employment of staff or the procurement of goods and services. The Recipient will ensure that throughout the funding period an equal opportunities policy and a Data protection policy is in place. If the initiative involves work with children young people or vulnerable adults the Recipient must also follow a satisfactory protection policy to ensure compliance with all relevant laws and good practice throughout the funding period. The Recipient will obtain all approvals and licenses and any profile checks required by law including but not limited to enhanced Disclosure and Barring Service (DBS) checks of all individuals (including volunteers) who are to provide the services and shall, on request, make the same available to the Police and Crime Commissioner. The Recipient warrants that at all times it has no reason to believe that any person who is or will be employed or engaged by the Recipient in the provision of the services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 (as amended).
6. The Recipient will, where applicable, comply with the Freedom of Information Act 2000 (the FOI Act) any subordinate legislation made under the FOI Act and any guidance issued by the Information Commissioner.
7. The Recipient will assist and co-operate with the Police and Crime Commissioner to enable him to comply with any obligations under the FOI Act whenever a request is made for information which relates to or arises out of this grant agreement.
8. The Recipient will comply with all applicable requirements of the Data Protection Act 1998, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations, secondary legislation and other Acts of Parliament relating to data protection, as amended or updated from time to time (Data Protection Legislation), in the processing of all personal information. The parties acknowledge that for the purposes of the Data Protection Legislation the Recipient is the Data Controller (as defined in the Data Protection Legislation).
9. No aspect of the initiative may be party political in intention, use or presentation.
10. The grant may not be used to support or promote religious activity. This will not include inter faith activity.
11. If the Recipient is a charity, the Recipient shall register with the Charity Commission, if necessary to do so.

12. The following are not eligible expenditure under the Grant: payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding of renewal of contracts or grants, or attempting to influence legislative or regulatory action.
13. Any intellectual property rights created under the initiative will automatically vest with the Police and Crime Commissioner.

Managing the Grant

14. The Recipient shall inform the Police and Crime Commissioner promptly about any changes to information provided and will make sure that the information provided is always true and up to date.
15. The Recipient shall inform the Police and Crime Commissioner immediately in writing of anything that significantly delays, threatens or makes unlikely the initiative's completion.
16. The Recipient shall inform the Police and Crime Commissioner immediately if there is to be any variation to or decrease in the initiative's planned outcomes.
17. The Recipient shall inform the Police and Crime Commissioner of any offer or receipt of funding for this initiative from anyone else at any time during the funding period.
18. The Recipient shall keep all assets funded by the grant safely and in good repair and will keep adequate insurance cover in place.
19. The Recipient shall monitor the progress of the initiative and submit a report on a quarterly basis to the Police and Crime Commissioner in the form attached at Appendix A and in accordance with any requirements in the grant offer letter.
20. The Recipient shall send the Police and Crime Commissioner any further information requested from time to time about the initiative or about the Recipient and the Recipient's activities, the number of users and other beneficiaries and such other information as may reasonably be required. This information may be used to monitor or publicise the initiative, evaluate the initiative or to support any application to the Government for reimbursement of funding.
21. The Recipient shall return any monies as soon as it is clear the monies will not be spent on the approved initiative and at the latest within three months of the end of the funding period save only as agreed in writing by the Police and Crime Commissioner. If the grant only part-funds the initiative, the Recipient will return the appropriate share of any unspent amount to you.

Procurement, Best Value and State Aid

22. The Recipient must secure the best value for money and act in a fair, open and non-discriminatory manner in all purchases of goods and services.
23. When the Recipient follows a single tender process the Recipient will provide and document the reasons for so doing and shall maintain the relevant documentation on file for a period of 6 years.
24. Payments for items above £200 shall not be made by way of cash payments and all cash payments will be evidenced by receipts.
25. The Recipient must ensure that it complies with state aid legislation if required and must maintain up to date records to enable it to monitor compliance. Upon request, the Recipient shall provide the Police and Crime Commissioner with access to such records.
26. No person who is not a party to this grant agreement shall have the right to enforce any of its terms.

Duty to report financial irregularities

27. If the Recipient has any grounds for suspecting financial irregularity in the use of any Grant paid under this grant agreement the Recipient shall notify the Police and Crime Commissioner immediately, explain what steps are being taken to investigate the suspicion and keep the Police and Crime Commissioner informed about the progress of the investigation. For the purposes of this clause “financial irregularity includes fraud or other impropriety, mismanagement, and the use of the grant for purposes other than those intended.

Insurance & Indemnity

28. The Recipient will maintain adequate third party and public liability insurance at all times (not less than £5 million pounds unless specifically agreed) and if required to do so will supply copies of confirmation of such insurance cover. Insurance cover must also be provided to cover employee liabilities and fire and theft cover in respect of any grant supported assets.
29. The Recipient accepts that the Police and Crime Commissioner has no liability towards the Recipient or to any third party for any consequences, whether direct or indirect, that may arise from or in connection with the Recipient’s carrying out the initiative or the use of the grant and the Recipient shall hold the Police and Crime Commissioner indemnified against any such claims or damages.
30. The Recipient shall indemnify the Police and Crime Commissioner for any costs, claims, damages or losses which arise as a result of negligence by the Recipient or any persons acting on the Recipient’s behalf in the delivery of the

initiative or out of any breach by the Recipient of any of these terms and conditions.

Transparency

31. The Police and Crime Commissioner may publish details of all grants awarded on his website www.warwickshire-pcc.gov.uk. This may include the name of the recipient, the amount of grant, purpose and reason for the award in accordance with any statutory duties including those under The Elected Local Policing Bodies (Specified Information) Order 2011.

Publicity

32. The Recipient shall acknowledge the Police and Crime Commissioner's support in any published documents that refer to the initiative or in written or spoken public presentations about the initiative and will include the Police And Crime Commissioner's logo as appropriate or as reasonably requested.
33. The Police and Crime Commissioner must have sight of all documents that are to be published before they become publicly available.
34. The Police and Crime Commissioner must be invited to all promotional events related to the initiative.
35. The Recipient consents to and will co-operate with any publicity about the grant and the initiative as the Police and Crime Commissioner may from time to time reasonably require.

Notification of changes, claims or investigations

36. The Recipient will seek the Police and Crime Commissioner's written agreement before:
 - Changing any document (unless as required by law) concerning the aims or governance of the Recipient.
 - Transferring assets to, or merging, amalgamating with, any other person or body.
37. The Recipient shall inform the Police and Crime Commissioner in writing as soon as possible if any legal claims are made or threatened which could adversely affect the initiative during the funding period of the grant.
38. The Recipient shall inform the Police and Crime Commissioner in writing as soon as possible of any investigation concerning the Recipient's organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commissioner, HM Revenue & Customs, or any other regulatory body.

Annual Report and Accounts

39. The Recipient will acknowledge the grant in any annual report or accounts published by them covering the period of the initiative.
40. The Recipient shall keep proper and up to date accounts and records for a period of at least six years after the end of the funding period, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. The Recipient will make these financial records available for inspection by the Police and Crime Commissioner and provide copies upon request.

Audit and Inspection

41. The Recipient, without charge, will permit any of the Police and Crime Commissioner's representatives, external audit bodies or their nominees on reasonable notice, to visit the Recipient's premises and/or inspect any of the Recipient's activities and/or to examine and take copies of our books of account and such other documents or records as in such officers' view may relate to the use of grant. The Recipient shall assist the Police and Crime Commissioner or his representatives in any examination as to the economy, efficiency and effectiveness with which the grant has been used.

Payment of Grant

42. The grant will be paid in accordance with the payment schedule contained within the grant offer letter or as may be varied by agreement in writing between the parties.
43. Payments will be made by bank transfer (BACS) into a UK based bank account or building society account in the name of the Recipient, the account requiring the signatures of at least two authorised people for every withdrawal except as otherwise agreed in writing by the Police and Crime Commissioner.
44. The Police And Crime Commissioner reserves the right to withhold all or any payments of the grant. See also clause 45.

Termination and Breach of Conditions

45. In the event of the Recipient (being the person or organisation receiving the grant) failing to comply with any condition contained in this grant agreement or on the happening of any of the following specified events then the Police and Crime Commissioner may reduce, suspend, withhold or cease grant payments or, in the case of dishonesty, also require the repayment of any payment of grant already made.

The specified events shall be:-

- a. The grant application is found to have contained inaccurate or misleading information, which materially affected the assessment of the application.
- b. The Recipient of the grant or the operation of the initiative supported by the grant has, in the opinion of the Police and Crime Commissioner, been conducted dishonestly or in a manner which brings the recipient, the initiative or the Police and Crime Commissioner into disrepute.
- c. The purpose of the initiative has materially changed.
- d. The Recipient ceases to operate or has become insolvent, or is likely to be put into administration or receivership or liquidation, or is about to make an arrangement with, or guarantee a Trust Deed to the Recipient's creditors.
- e. Monies are used for any purpose not contained in the application, the grant offer letter or as otherwise agreed in writing by the Police and Crime Commissioner.

Notices

46. All notices and invoices and other correspondence relating to this grant agreement shall be in writing and in English and shall be served by a party on the other party at its address as shown on the grant offer letter or such other address from which the recipient or Police And Crime Commissioner normally operates.
47. Notices delivered hereunder shall be deemed to be delivered:-
 - a. If delivered by hand, upon receipt.
 - b. If sent by pre-paid registered first class post (providing it is not returned as undelivered to the sender), two working days after posting.
 - c. If sent by electronic mail, on the date of delivery subject to the following conditions:
 - d. When an electronic mail is sent on a day which is not a working day or after 3.00pm on a working day, the electronic mail is deemed to have been received on the next working day, and
 - e. Each electronic mail containing a formal notice under this Agreement shall be sent with a delivery receipt requested and shall not be deemed to have been received until the sender receives a confirmatory delivery receipt.

Additional Conditions

48. Any additional terms and conditions contained in the grant offer letter shall be deemed to be incorporated in these conditions.

I hereby confirm that I am authorised to act on behalf of the Recipient.

I certify that the information given in the application form and any supporting documents is true and accurate.

I hereby confirm acceptance of the above terms and conditions.

Signed:

Name:

For and behalf of:
(Name of Recipient)

Date:

On behalf of organisation:

On behalf of the Recipient I accept the offer of a grant as set out on in the Police and Crime Commissioner's grant offer letter and terms and conditions attached thereto. I confirm that I have read these and agree to abide by them.

Name of Recipient:	
Address including post code:	
Name of representative of Recipient:	
Position:	
Signature:	
Date:	

Bank details for grant payment

Bank name:	
Branch name:	
Sort code:	
Account name:	
Account number:	
Address including post code:	

To accept the grant offer, please complete and return a signed copy of this acceptance form and the attached terms and conditions within 28 days from the date of the grant offer letter. Please note if the documents are not returned within 28 days the grant offer will lapse.