

Standard Conditions and Guidance for Awards – For your information and awareness

There are conditions which apply to all grant awards made under the Member Budget Scheme.

What are the standard award conditions?

This section is important as it sets out our relationship with you for funding your activity and what accepting the award commits you to in the future. It also tells you how you accept the award. It also sets out some of your responsibilities once you have received the funding.

The standard conditions once accepted are legally binding and if you do not meet these responsibilities fully you may be breaking the agreement between you and the council.

If you have any general questions about how this document applies to your activity, please contact your Communities Team. However, if you need legal advice about this document, please contact your solicitor.

In all these conditions:

- 'you' means the group or organisation that we have given the award to, or anyone officially representing this individual or organisation; and
- 'we', 'us' and 'our' means Cheshire West and Chester Council.

1. The purpose of the award

You must use the award only for the purpose for which it was made as detailed on the Award Request Form. Any changes must be approved by us in writing.

We may grant an award for only part(s) of the activity you have asked us to fund and not all of it; and if you agree to our request, we will ask you to make changes to your original bid.

If we decide to do either or both things, we will tell you in writing and you must then only use the award in this way.

After receiving our offer, you must tell us if you want to make any significant changes to the activity we agreed to fund. We know that circumstances may change during your activity which are outside of your control, please inform us of any changes as soon as possible so we can assist you. Depending on the nature of the change we may alter or withdraw the award if we do not consider the changes in planned activity to be reasonable in relation to the funding we offered. You should not go ahead with any changed activity until you have received our written approval for the changes.

2. Our agreement with you

The agreement we have with you for funding is contained in this document and based on the evidence you provide in the award request form. You should make sure you read the entire document as it can include responsibilities you will have to meet. This document includes standard conditions for awards.

- any payment conditions or other special conditions we agree with you in writing.
- any detailed plan of your activity or budget, and financial information about your organisation you give us that we accept; and
- changes to anything you are responsible for doing that we agree with you in writing.

3. Pre-Election period

Members budgets must be spent within any given financial year. Any anticipated carry forward will only be considered on an exceptional basis.

The last date, therefore, for the receipt of a fully complete award request form is normally 31 January annually. In local election years, Members budgets will not be allocated for spend until after the local election. In a pre-local election year Members budget must be allocated by the end of January prior to the election to enable payments and projects to be completed prior to pre-elections periods.

4. Considerations

When making an award there are several issues that the ward Member(s) will consider. These include:

- Compliance with financial regulations - The council has a set of financial and contract procedure rules that explain how all goods, works and services must be procured. When considering making an award all elected members must adhere to the basic principles of these rules, which include ensuring compliance with all legal requirements
- Achieving best value
- Ensuring transparency, openness, non-discrimination and fair competition
- Demonstrating probity, consistency, accountability and integrity
- Supporting the council's corporate vision and Play Your Part outcomes framework
- Capital projects. When considering support for capital projects (fixed items) or equipment, members are advised to check whether any planning permission or other authority is required for the project with the appropriate Service. Members also need to clarify any ongoing liability for capital purchases and, if necessary, agree this with the responsible service before the works are undertaken
- Declarations of Interest and Code of Conduct.

Where members have an interest in a body (group) to which they are considering giving a grant, they must carefully consider any involvement they have e.g., where they are a school governor, a trustee of a public body or charity or a member of an organisation to which they have been appointed by the Council. Each member should ensure their Register of Interests is kept up to date, including any Outside Body Interests.

The Code of Conduct for Members applies to decisions they make as ward members, and they should follow the Members Code of Conduct. This applies to decisions they make as ward members, and they should uphold the seven principles of public life also known as the Nolan principles.

Whilst Members are likely to be involved in many public, community, and charitable initiatives in their wards, where they are a member of an outside body (group) applying for funding or they have management responsibilities, they should not be involved in agreeing a grant if:

- it significantly affects the body's finances or
- the member has or may have a role in considering a planning or licensing application from the organisation at Committee

Where a member is "dual hatted" because of their interest, they should be mindful of how their actions might be perceived by the public. Advice in specific cases is available from the Monitoring Officer at MonitoringOfficer@cheshirewestandchester.gov.uk

If they do have an Outside Body Interest in the organisation making the application, the member should record this interest when they approve funding from their Member Budget.

Unless we have agreed otherwise in writing, we may choose not to fund goods or services you buy or order before your award was approved.

6. How to accept the offer

You must accept the award in the way we ask you to. This will normally involve you accepting all your responsibilities for the award by 'ticking' the terms and conditions box on the award request application form. We will not make any payments until the ward Member(s) has agreed the amount of funding to be given and sent authorisation of this to the Communities Team. If you are an organisation, the acceptance must be made by an officer authorised to sign for the organisation. The amount of the award stated on the Award Request Form is the most we will pay.

7. Breaking these conditions, and suspending or repaying the award

If you break any of these conditions, one or more of the following may apply.

- You may have to pay back all or part of the funding.

- We may end this agreement immediately.

We will decide what to do and the amount you will have to pay back (if any). When we are deciding, we may think about whether, in our opinion, the conditions were broken because of factors outside your control.

Unless exceptions (8a) or (8b) apply, we may also take the actions set out in condition 8 if any of the following happens.

- You close your business (unless it joins with, or is replaced by, another business that can carry out the purposes of the award to our satisfaction).
- You significantly change the activity you received funding for without getting our written approval first.
- You do not use the award for the purpose for which we gave it.
- The activity for which you were funded does not take place.
- You do not follow our reasonable instructions.
- You do not perform the purpose of the award or funded activity with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your area of work.
- You do not complete the funded activity (unless, in our opinion, this was because of factors outside your control).
- You are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; 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.
- 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 reputation.
- Without first getting our approval in writing, you sell or in some other way transfer the award, your business, or the activity the award is funding to someone else.
- If you obtain funding from elsewhere for the same project or activities, we will suspend payments while we investigate.

8. Exceptions to condition 7

(a) We can decide whether to ask for repayment. 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 activity has been successfully completed before deciding the amount of money you should repay.

If you break this agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce this agreement only if we tell you in writing.

9. Publicity

You must acknowledge Cheshire West's support and funding in any publicity material relating to the activities and/or services supported by the award of Members Budget. You must acknowledge the award in your annual report and any published reports and accounts relating to the period of the award.

Members can also organise any publicity of awards made. This will be done in consultation with the Council's marketing and communications team and must acknowledge that the funding has been provided by Cheshire West and Chester Council. In the case of pooled budgets, all members will be acknowledged in any publicity.

General Conditions

1. Monitoring

In the 2024/2025 financial year a representative 20 per cent random sample of all applications may be monitored. This sample will be chosen at random by Financial Services.

The Communities Team may issue you with a monitoring form to be completed by you as the award recipient at any point in the project cycle. The monitoring form is

intended to enable recipients to demonstrate appropriate use or planned spend of the award in accordance with the Award Request Form. As part of the monitoring process award recipients will be expected to provide all receipts as evidence.

If your award is selected for monitoring at one of the quarterly review periods; completion of the form and returning it within the stated timescales with all associated receipts is mandatory. If you fail to complete the monitoring when requested Cheshire West Council reserve the right to request the return of the full grant allocation. You may also not be eligible for future Members Budget funding.

2. Inspections and record keeping (including keeping original receipts)

You must give the Council or our agent access to any premises where the activity is carried out and access to financial records relating to this award and allow us to take copies of documents. You must keep all records for three years from the date of our last payment to you. Records include original invoices, receipts, accounts and legal documents. You must give us accounts that cover the period of the funded activity, in the way that we ask you. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns.

3. Your legal and other responsibilities

In carrying out your business and the funded activity you must keep to any relevant laws or government requirements. You must consider any possible risks involved in your funded activities and take appropriate action to protect everyone involved. For example, you are responsible for getting any licences, permissions and insurances that are necessary by law for the activity to be undertaken.

4. Health and safety

You must make sure that you understand and meet all the legal obligations which apply when you carry out your activities including health and safety and fire safety.

5. Data Protection

If you keep personal information about individuals, you must make sure you fully comply with your responsibilities under the General Data Protection Regulations.

6. Equality and diversity

You should provide your activity in a way which is fair, equal, and accessible to all.

This means:

- You must not unlawfully discriminate against any person on grounds of protected characteristics age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity
- You must have an equality policy which ensures your services are carried out in a way which is consistent with the principles and commitments set out in our equality and diversity policy. You can access it [Equality and Diversity Policy | Cheshire West and Chester Council](#)

7. Freedom of information

The Freedom of Information Act 2000 ('The Act') applies to us all. This means that any information you give us could be released to any person who asks for it under the act. You must tell us if you think that any of the information should be confidential under any of the exemptions of the act. Please visit www.foi.gov.uk for information on the exemptions.

8. Complaints procedure

You must have a written complaints procedure which any user of your services or officer of the Council may ask to see. You must keep a record of complaints you receive about your activities and allow the Council to see it.

9. Cheshire West Compact

With our partners we have set up a 'compact' for Cheshire West and Chester. It sets out the way in which we work with the voluntary community and faith sectors. We will expect you to work with us to meet the principals set within the compact. [Compact Principles and Outcomes Table | Live Well Cheshire West](#) (cheshirewestandchester.gov.uk)

10. Fraud

You must safeguard our funding against fraud. You must tell us straight away if you know or suspect that funding is being used improperly or fraudulently. If the award is for a specific activity and you manage to complete the activity without using all the funds provided by us and other funders, you must tell us the amount of any funds left over. You must also tell us how you intend to use this amount. If we do not agree with the way you intend to use it, we may ask you for an appropriate share of the amount left over and you must give us that share.

11. Professional advice

You are responsible for getting your own management and business advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support you. You must tell us immediately if your organisation changes in a way that may threaten its solvency.

12. Value for money

Our funding comes from public money, so if you are planning to buy goods or services with our funding, you should always buy them in a way that will give value for money. This means getting the best price for the goods or services you need. Wherever possible, you should go through a 'competitive process' to choose the goods or services you are buying. This involves getting at least three formal quotes when spending £5,000 and going to tender when spending larger amounts. There may be some limited reasons where a competitive process may not be appropriate. These reasons might include when there is only one business who can sell you the

goods or services, technical reasons, or times when the cost and time to go to tender is too much compared to the value of what you are buying. If you are a public body, you must keep to the European procurement rules (if they apply to you and what you are buying).

13. Assets and goods

You must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with our awards within three years of the date of our payment to you, unless we have given you permission in writing beforehand. The same applies upon dissolution of the organisation or cancellation of the activity.

If we have contributed (or will contribute) more than £25,000 to help with buying, restoring, conserving, or improving land, buildings or any other assets, you must not apply for a mortgage over that asset or use it as security without our approval.

If you sell or give away assets or goods bought, restored, conserved or improved with our awards, we will receive an appropriate share of the 'net' proceeds (the proceeds after tax and so on) of this for as long as these assets or the improvements have a useful economic life. This share will usually be the same as the percentage of the costs we paid. 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:

- you use the money you gained from the sale to benefit the project the award was for; and
- there are arrangements in place for dealing with the proceeds of sale if these are either higher or lower than we had expected.

The Council's responsibilities:

Accessibility

Council information is also available in audio, Braille and large print formats. If you would like a copy in any of these formats, please email us

at equalities@cheshirewestandchester.gov.uk. We are also able to provide a BSL interpreter to support customers with accessing council services.

Audit

All councils are required to make all spend above £500 publicly available. Under these arrangements details of all financial transactions above this amount will be made available on the council website. The Council has decided to publicise all Member budget spends on its website [Member budgets | Cheshire West and Chester Council](#).

Our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.

Data Protection

We collect your information to allow for the processing and administration of Members budget applications which may include the issue of a cheque or bank transfer of funds and for Cheshire West and Chester Council financial audit purposes. We will adhere to the General Data Protection Regulations 2018.

Information is stored electronically on a secured server within Cheshire West and Chester Council. The privacy notice relating to Members Budgets is listed here: [Privacy policy](#).

**If you need to talk to anyone about the process please contact your local
Communities Team:**

The preferred method of communication is by email.

Chester

Members Budgets Award Scheme
Chester Communities Team
Cheshire West and Chester Council

Lache Community Centre, Hawthorn Rd, Chester, CH4 8HX
chesterlocality@cheshirewestandchester.gov.uk

Ellesmere Port

Members Budgets Award Scheme
Ellesmere Port Communities Team
The Portal, Wellington Road, Ellesmere Port, CH65 0BG
Ellesmereportlocality@cheshirewestandchester.gov.uk

Northwich and Winsford

Members Budgets Award Scheme
Northwich and Winsford Communities Team
Cheshire West and Chester Council
Wyvern House, The Drumber, Winsford, CW7 1AH
northwichwinsfordlocality@cheshirewestandchester.gov.uk

Rural

Members Budgets Award Scheme
Cheshire West & Chester Council
Rural Communities Team
HQ, 58 Nicholas St,
Chester CH1 2NP

rurallocality@cheshirewestandchester.gov.uk

Alternatively, please contact Cheshire West and Chester Council's Customer Service team who will transfer you to a member of the Communities team: 0300 123 7026.