**Creative Development Grant**

**Reopening and Recovery Programme Rural and Communities**

**Standard conditions and guidance for awards**

**What are the standard award conditions?**

**This section is important. 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 us.

If you have any general questions about how this document applies to your activity please contact The Arts 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 only use this award for the purpose for which it was made as detailed on the Grant Application form. Any changes must be approved by us in writing.

We may grant you an award for only part(s) of the activity you have asked us to fund and not all or 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 of these 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 the course of 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 grant application 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. Financial Year**

The Reopening and Recovery Programme monies must be spent within this financial year. We therefore require you to have completed your activity and project spend by 14 March at the latest eg paid your project invoices or bills.

**4. Considerations**

When making an award there are a number of issues that the funding panel will consider. These include:

* Whether the project supports the Reopening and Recovery Programme aims
* Meeting the eligibility criteria within the Grants Guidance
* Whether project costs are eligible for funding as set out in the Grants Guidance
* 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 we 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
* Declarations of Interest

Where funding panel 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. A declaration of interest will be made and that panel member will be unable to review that grant application.

We will not fund goods or services you buy or order before your award was approved.

**5. Accepting 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 grant award by ‘ticking’ the terms and conditions box on the grant application form. We will not make any payments until the funding panel has agreed the amount of funding to be given. 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 Grant Application Form is the most we will pay.

**6. 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 (7a) or (7b) apply, we may also take the actions set out in condition 7 if any of the following happens.

* You close down your organisation (unless it joins with, or is replaced by, another organisation 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.

**7. Exceptions to condition 6**

(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.

**8. 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. You must acknowledge the award in your annual report and any published reports and accounts relating to the period of the award.

Where possible the CWAC and CWVAN logos should be used. In addition the phrase “The Reopening and Recovery Programme is funded by Cheshire West and Chester Council”

should be used.

Cheshire West and Chester Council (CWAC) and CWVAN can also organise any publicity of grant awards made. For CWAC this will be done in consultation with the Council’s marketing and communications team.

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| **General Conditions**  |

**1. Evaluation**

CWAC will issue you with a quantitive and qualitative monitoring form to be completed by you as the grant award recipient. This monitoring form is intended to enable recipients to document the activity and demonstrate the outcomes of the award in accordance with the Grant Application Form. As part of the monitoring process award recipients should provide images, videos of activity and/or creative outputs. Photography permissions forms will be provided for this purpose.

**2. Financial Monitoring**

CWAC will issue you with a financial monitoring form to be completed by you as the grant award recipient. The monitoring form is intended to enable recipients to demonstrate appropriate use or planned spend of the award in accordance with the Grant Application Form. As part of the monitoring process award recipients will be expected to provide all receipts as evidence.

**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 and Chester Council reserve the right to request the return of the full grant allocation. You may also not be eligible for future programme funding.

**3. Inspections and record keeping (including keeping original receipts)**

This awards programme may be audited. You must be able to 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.

**4. 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 and undertaking any risk assessments.

**Covid**

Due to the current COVID-19 pandemic all projects and works must comply with any relevant government guidance. This includes but is not limited to following current social distancing guidelines, use of PPE, and a full and appropriate risk assessment for the project/event/work that is to be carried out.

Any business or community project group can request further advice or information in relation to the current COVID-19 measures at healthprotectionsecure@cheshirewestandchester.gov.uk Dedicated officers are available to provide information and advice between the hours of 9am -5pm Monday to Friday.

<https://www.cheshirewestandchester.gov.uk/businesscontracttracing>

<https://www.gov.uk/coronavirus>

**Health and safety**

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

**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

**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 or agree to abide by the Council’s equality and diversity policy: [Equality and Diversity Policy Statement](https://www.cheshirewestandchester.gov.uk/your-council/policies-and-performance/equality-and-diversity/policies-schemes-and-reports/Equality-and-Diversity-Policy.aspx)

**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.

**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.

**Compact**

Together with our partners we have set up a ‘compact’ for Cheshire West and Chester. The Compact is an agreement for the public sector and Community Sector to work collaboratively for the benefit of local communities. We will expect you to work with us to the principals set at the compact: <https://www.livewell.cheshirewestandchester.gov.uk/Information/Compact_West_Cheshire_2021_24>

**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.

**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.

**5. 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 smaller amounts, 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).

**6. 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 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.

**7. 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 now required to make all spend above £500 publicly available. Under these new arrangements details of all financial transactions above this amount will be made available on the council website.

**Responsibility**

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.

**8. Data Protection**

We collect your information to allow for the processing and administration of grant 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 Arts Projects is listed on the Council’s website.

[Arts Team Projects and Events Privacy Notice](https://www.cheshirewestandchester.gov.uk/system-pages/privacy-notices/arts-team-projects-and-events-privacy-notice.aspx)

**Contact details**

The Arts Team can be contacted at artswest@cheshirewestandchester.gov.uk

Jodie Gibson who is offering support and advice for this programme can be contacted at jodie@gibsoninsights.co.uk