

Celebrate

Terms and conditions



Definitions:

“We”, “us”, “our” - means the organisation awarded the grant

“You” or “your” - means the Big Lottery Fund

“Grant” - the money awarded to us to fulfil the project purpose agreed with you

“Vulnerable People” or “Vulnerable Person” - means children, young people, vulnerable adults

Terms and conditions of Grant

1. By accepting the Grant we agree to:

- a) hold the Grant on trust and spend it to fulfil the project purpose agreed with you;
- b) provide you with the information that you require about the progress of our project and its impact;
- c) Provide you with evidence of expenditure such as original receipts and bank statements and keep accurate and comprehensive records relating to our project for a term of 7 years from the end of the project;
- d) where necessary allow reasonable access to the premises our Grant records are held to you or the Comptroller and Auditor General;
- e) acknowledge Lottery funding using the common lottery branding in the manner set out in your guidelines;
- f) return any part of the Grant that is not used for our project or constitutes unlawful state aid;
- g) have an appropriate written policy in place to safeguard Vulnerable People and obtain written agreement from the legal carer or guardian to work with them. We will carry out background checks with the Disclosure and Barring Service of all employees, volunteers, trustees or contractors who will have significant direct contact with Vulnerable People;
- h) meet the requirements of the Data Protection Act 1998 and obtain the consent of beneficiaries for us and you to receive their personal information and contact them; and
- i) you publicising and sharing information about our project and grant you a royalty free licence to reproduce the project information we supply to you;

2. You may terminate the Grant or demand repayment of all or any of the Grant if we:

- a) have or are likely to enter into administration, liquidation, receivership or dissolution;

- b) provide you with false or misleading information or act dishonestly;
- c) fail to comply with one or more of the terms and conditions outlined in 1 above, or in your view we are unlikely to fulfil the purpose for which the Grant was made or there is a change of purposes to the one originally intended; and
- d) we are under investigation by another regulatory body or you consider public funds are at risk;

3. We acknowledge:

- a) This Grant is for our use only and we accept you have no liability for any consequences that may arise either directly or indirectly from the project to us or third parties save to the extent required by law;
- b) You will not increase the Grant if we spend more than the agreed budget and you can only guarantee the Grant as long as funds from the National Lottery are available and you continue to operate;
- c) The terms and conditions shall remain in force for one year following the payment of the Grant or until the project has been completed, whichever is earlier. Clauses 1. c), d), e), i) 2 and 3. c) shall survive the expiration of these terms and conditions;
- d) You may require us to pay you a share of the proceeds from the disposal of assets (including their transfer to the private sector) purchased or enhanced with lottery funding; and
- e) You may vary the terms and conditions of grant by written agreement with us.