

DATED

20

---

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF HARINGEY**

- and -

[.....]

---

**AGREEMENT FOR THE PROVISION OF GRANT FUNDING – HARINGEY  
COMMUNITY CARBON FUND FOR CARBON REDUCTION PROJECTS**

---



**NOW IT IS HEREBY AGREED** between the Parties as follows:

1. In this Grant Agreement the following expressions shall (save where the context may otherwise require) have the following meanings:

**Grant**

means [£...] to be paid by the Council to the Organisation under the terms of this Grant Agreement.

**Grant Period**

means the period of [one/two year(s)] of signing the grant agreement.

**Grant Agreement**

means this Agreement together with the attached Schedules.

**Project**

means the project for which the Council is providing the Grant to the Organisation as set out in Schedules 2 (Application Form), 3 (Payment Schedule) and 4 (Breakdown of Grant).

2. The following documents shall be deemed to form and be read and construed as part of this Grant Agreement:

[a] General terms and conditions attached as Schedule 1;

[b] Project brief and the Organisation's Method Statement attached as Schedule 2; and

[c] The Organisation's Breakdown of Grant attached as Schedule 4.

**IN WITNESS** whereof the Parties have executed this Grant Agreement the day and year first before written

Signed for and on behalf of  
**The Mayor and Burgesses of  
The London Borough of Haringey**

.....  
**Assistant Director**

.....  
**Head of Business Unit**

Signed for and on behalf of  
**[INSERT NAME OF ORGANISATION]**

**Signature:**

**Name:**

**Title:**

## **SCHEDULE 1**

### **GENERAL TERMS AND CONDITIONS**

#### **Definitions**

“**We**” and “**our**” refer to the Organisation receiving the Grant bound by these terms and conditions.

“**You**” and “**your**” means the Council including its employees and those acting for on its behalf.

The Grant Agreement, which we have accepted and signed, includes and incorporates these standard terms and conditions. We understand that the Grant Agreement will only start after you are satisfied with all our supporting documentation and will come into force on the date that we receive the Grant payment from you.

#### **1. In general**

- 1.1 We will use the Grant exclusively for the Project and in accordance with the terms and conditions set out in this Agreement, including the agreed budget set out in Schedule 4. We will hold any unused part of the Grant on trust for you at all times, and we will repay any Grant (including any unused Grant) to you immediately upon demand.
- 1.2 During the Grant Period we will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation.
- 1.3 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force.
- 1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the Grant and the delivery of the Project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.
- 1.5 We agree to notify you immediately should anything happen directly or indirectly related to the funded project that could cause reputational damage to you. This could include but is not limited to accusations of illegal activity, occurrence of fraud or theft.

#### **2. The Project**

- 2.1 We will get your written agreement before making any change to the Project or to its aims of the expected carbon reduction and community

engagement outcomes, structure, delivery, outcomes, duration or ownership based on the application in Schedule 2.

- 2.2 We will start the Project as soon as possible after receiving the first Grant payment from you.
- 2.3 We agree to make satisfactory progress with the Project and complete it within the Grant Period.
- 2.4 We confirm that we have all the funding we may need for the Project from anyone else. We will tell you of any other offer of funding for this Project from anyone else at any time during the Project. We will tell you if the expected funding from anyone else does not materialise and therefore alternative funding needs to be sought.
- 2.5 If we spend less than the whole Grant on the Project, we will return the unspent amount to you promptly. If the Grant part-funds the Project, we will return the appropriate share of the unspent amount to you.
- 2.6 We will return any grant funded assets to you if we move our operations outside of the London Borough of Haringey within three years of signing this grant agreement.
- 2.7 We will acknowledge the Grant publicly and prominently as appropriate and as practical. We will follow your branding and publicity guidelines at all times. We will acknowledge your support of funding from the Haringey Community Carbon Fund in any published documents that refer to the Project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the Project. We will request any necessary publicity information and files with sufficient notice before publication from you. We will notify you of planned publicity of the Grant and/or Project before publication.
- 2.8 We hereby consent to any publicity about the Grant and the Project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the Grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- 2.9 We hereby consent to provide, if requested, support and guidance to subsequent applicants to the Community Carbon Fund.
- 2.10 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.
- 2.11 In our management of all personal information we shall ensure that at all times we comply with our obligations under this Agreement in such

manner so as to comply with the General Data Protection Regulation (GDPR) and Data Protection Act 2018 and all applicable regulations regarding the handling and processing of any personal data as defined by the above data protection legislation, including (without limitation) the maintenance of an appropriate registration with the Information Commissioner. We will tell you immediately if any of our key contacts change.

- 2.12 We agree to meet all laws regulating the way we operate, the services we provide, the building work we carry out, the staff we employ or the goods we buy. We will ensure that we have an equal opportunities policy in place at all times, to ensure we comply with all relevant laws and good practice throughout the period of the Grant Agreement. We will obtain all approvals and licenses required by law or by you, including but not limited to Building Control and Planning approvals.
- 2.13 If our Project involves work with children, young people or vulnerable adults (“vulnerable people”), we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person. We will have and carry out an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include obtaining appropriate Disclosure and Barring Service checks for all employees, volunteers, trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people.
- 2.14 If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.
- 2.15 We shall indemnify you against all direct claims, demands, proceedings, actions, damages, costs, expenses and any other liabilities in respect of, or arising out of, the delivery of the Project in relation to injury to or death of any person, or loss of or damage to any property including property belonging to you or any other loss which is caused directly or indirectly by any of our act or omission. This does not apply to the extent that such injury, death, loss or damage arises out of your act, default or negligence and/or the act, default or negligence of your employees, or agents not being a person engaged by us.
- 2.16 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This shall include the following:
- 2.16.1. public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from one event; and
- 2.16.2. employer’s liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from one event.

- 2.17 We will take appropriate steps to guard against fraud and corruption, from both internal and external threats to our and your organisation, to protect the grant funds awarded to us from loss that might jeopardise the project. We understand that we are responsible for the funds and any loss will not be covered by you. We will notify you as soon as possible of any loss of and match funding, or funding we have used within the grant submission.
- 2.18 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.
- 2.19 We will ensure that none of our employees or agency staff engaged in the delivery of the Project is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage which is currently £11.95 (unless otherwise directed by you).
- 2.20 We will provide you with information concerning the payment of the London Living Wage to our employees or to the employees of our sub-contractors engaged in the delivery of the Project as you may reasonably require from time to time.
- 2.21 We will ensure that we have a policy on whistleblowing in place at all times to ensure we comply with our obligations under PIDA 1998 as amended.

### **3. Our organisation**

- 3.1 We will get your written agreement before:
- Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or
  - Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.
- 3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect our ability to deliver the Project during the period of the Grant (including any claims made against members of our governing body or staff concerning the organisation).
- 3.3 We will write to you as soon as possible if we are the victims of fraud.
- 3.4 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or



volunteers carried out by the Police, Charity Commission, HM Revenue & Customs or any other regulatory body.

- 3.5 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you.
- 3.6 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible, if relevant.

#### **4. VAT**

- 4.1 We acknowledge that the Grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the Grant and that the Grant made by you is inclusive of VAT.

#### **5. Our annual report and accounts**

- 5.1 We will acknowledge your Grant in our annual reports and accounts covering the period of the Project.
- 5.2 We will show your Grant and related expenditure as a restricted fund in our Organisation's annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.
- 5.3 We will keep proper and up to date accounts, invoices and records for at least seven years after the termination of our Grant, which show how the Grant has been used. We will make these financial records available to you to look at and give you copies.
- 5.4 We will report regularly and fully to all members of our governing body on the financial position of our Organisation and will put in place procedures to avoid any conflict of interest arising in the provision of goods and services required to deliver the Project.

#### **6. Monitoring**

- 6.1 We will monitor the progress of the Project to ensure the aims and objectives of the Project are being met and that this agreement is being adhered to. We will complete regular reports as you require using the forms you send us, including the necessary evidence that the Project aims are being met and photographs or other visual evidence.

- 6.2 We will update you on progress of the Project at significant milestones and on request. We will send you any further information you may ask for from time to time about the Project or about our Organisation, and its activities, the number of users and other beneficiaries and such other information as you may require from time to time. You may use this information to monitor or publicise the Project and/or evaluate your grants programmes.
- 6.3 Where requested we will fill in a final report on the Project using the form you send us, including the necessary evidence that the Project aims have been met and photographs or other visual evidence.
- 6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the Project's completion.
- 6.5 We will tell you immediately if there is likely to be any significant variation to or decrease in the Project outcomes, with evidence of the cause of this variation or decrease.
- 6.6 Where requested we will provide you with such further information, explanations and documents as you may reasonably require in order for it to establish that the Grant has been used properly in accordance with this Agreement.
- 6.7 You will have access to inspect the progress or completion of the Project at any reasonable time by prior appointment with us.

## **7. Payment of Grant**

- 7.1 Subject to clause 7.2, you will begin payment of the Grant within 30 working days of the date of this Grant Agreement, subject to the Conditions being met as set out in Schedule 3.
- 7.2 No Grant shall be paid unless and until you are satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 7.3 A valid claim for payment made by us will be accompanied by a completed project progress return and any other supplementary documentation that you may reasonably require to provide evidence of progress in relation to the Project as set out in the Project Proposal in Schedule 2 and Payment Schedule in Schedule 3.
- 7.4 If the actual costs that we incur in delivering the Project are less than had been expected, you will make a proportionate reduction to the Grant. For the avoidance of doubt you will not be obliged to give us any more than the agreed Grant even if our expenditure in relation to the Project exceeds the Grant.

- 7.5 All Payments made shall be exclusive of Value Added Tax (VAT) chargeable in respect of the provision of services to which the Payment relates unless VAT is included in the claim with a proper VAT invoice. For the avoidance of doubt no sums in excess of the Grant available under this Grant Agreement are payable by you to our Organisation including any taxes such as value added tax, or other monies due to any third party.
- 7.6 You will pay the Grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal (unless the applicant is an individual). We will not use ATM's or debit cards to make cash withdrawals or payments from this account.
- 7.7 Where we have been notified of any concerns relating to our delivery of the Project and/or our performance standards, payment of the Grant as set out in Schedule 4 shall be subject to the reasonably satisfactory performance of our Organisation in delivering the Project, which shall be determined in your sole discretion having taken into consideration the circumstances surrounding any unsatisfactory performance and any corrective actions carried out by our Organisation. For the avoidance of doubt, our performance in delivering the Project shall be monitored in accordance with Clause 6.

## **8. We understand that**

- 8.1 You may share information about our Grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Details of the Project may be broadcast on television, on your website, in newspapers and through other media.
- 8.2 You will not increase the Grant if we spend more than the agreed budget.
- 8.3 You accept no liability for any consequences, whether direct or indirect, that may come about from our running the Project, the use of the Grant or from a withdrawal of our Grant.
- 8.4 You may demand repayment (and we will repay when asked) of all or part of the Grant at your absolute discretion, in any of the following circumstances if:
- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force;
  - We completed the application form dishonestly or significantly incorrectly or misleadingly;

- We or any other person or organisation acting for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the Grant Period;
- Members of our governing body, volunteers or staff act at any time during the Project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our Organisation or the Project or to the detriment of your reputation;
- Our Organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, HM Revenue and Customs or other regulatory body;
- We receive, or have received, duplicate funding from any other source for the same or any part of the Project;
- There is a significant change of purpose, ownership or recipient, either during the Project or within a reasonable period after its completion, so that you judge that the Grant is unlikely to fulfil the purpose for which you made it;
- At any stage of the application process or during the Grant Period we do not let you have information that would affect your decision to award, continue or withdraw all or part of the Grant;
- We are or become legally ineligible to hold the Grant and/or
- If you have reasonable grounds to believe that it is necessary to protect public money.

8.5 You may demand repayment of all or any of the Grant if it is likely that our Organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors.

8.6 We may not transfer any part of the Grant or this Grant Agreement or any rights under it to another organisation or individual unless it is for the payment of sub- contractors to carry out all or part of the Project comprising building works.

8.7 You may reject any future application from us to other programmes you run if we do not comply with these terms and conditions or you judge that we did not handle the Grant adequately or if we failed to complete any requests for information you made to us.

8.8 Both you and we must comply with EU state aid legislation (subject to de minimis levels) throughout the Grant Period and we will keep the necessary records and make them available to you on request.

## **9. Additional conditions**

- 9.1 You have the right to impose additional terms and conditions on the Grant either in the conditional offer letter and/or if:
- We are in breach of the Grant Agreement;
  - You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the Project act in a way that may have a detrimental effect on the Project or on your reputation as a distributor of public money; and/or
  - You believe such conditions are necessary or desirable to make sure that the Project is delivered as set out in our application or following any agreed changes.

**SCHEDULE 2**  
**APPLICATION FORM**

**SCHEDULE 3**

**PAYMENT SCHEDULE**

<b>Amount of Grant Payable</b>	<b>Date of Payment (Indicative)</b>	<b>Condition to be met before payment is issued</b>

**SCHEDULE 4**

**BREAKDOWN OF GRANT**

<b>Item of Expenditure</b>	<b>Budget (in UK Sterling)</b>

*Excluding VAT*

**TOTAL: £.....**