



## **Queen's Jubilee Fund**

### **Terms and conditions**

1. The Queen's Jubilee Fund ("the Fund") is administered and managed by Basingstoke and Deane Borough Council ("the Council") and aims to support community and voluntary sector organisations and businesses ("Recipient") located and operating in the borough of Basingstoke and Deane to organise events that will bring residents together to celebrate the Queen's Jubilee ("Project").
2. The provision of any funding to a Recipient and the Recipient's use of the Funding for the purpose of delivering the Project shall be subject to compliance with the grant letter agreement and these terms and conditions.
3. For community and voluntary sector organisations, the Fund provides up to £500 of funding £500 for single applications and up to £1,000 for joint applications bringing together two or more organisations to enable the Recipient to cover event-related costs such as insurance, hiring of equipment, artists and performers fees, and decorations.
4. For businesses, the Fund provides up to £1,000 for recipients to bring together three or more businesses to deliver an event and cover event-related costs such as insurance, hiring of equipment, artists and performers fees, and decorations.
5. Only Recipients who are currently located, registered and operating in the borough of Basingstoke and Deane can apply for this grant funding.
6. The Recipient warrants:
  - 6.1 that it has full power and authority to accept the Funding for the purpose of delivering the Project; and
  - 6.2 is of sound financial standing and is not aware of any circumstances which may adversely affect such financial standing in the future.
6. Applicants will need to demonstrate that the Funding will be used to deliver activities that will benefit the wider town/village centre or high street and not solely the business itself.
7. To access the Funding, a Recipient will need to complete an application form and budget, and this must be approved by the Council. Incomplete applications

will not be considered for the funding. Funding will be allocated on a first come, first serve basis.

8. The Scheme closes on 29 April 2022 and applications received beyond this date will not be considered.
9. The approval or refusal of a grant is at the absolute discretion of the Council and there will be no right to an appeal process.
10. The Council will not provide any Funding for expenditure incurred prior to the grant offer being made and the grant letter agreement being signed by the Recipient and returned to the Council.
11. The Funding must only be used for the purpose intended, as outlined in the application, and specified in the grant letter agreement.
12. The Funding must not be used for capital purchases, including capital improvements to infrastructure.
13. The Funding must not be used to cover any VAT incurred on the Programme that will be recoverable. The Recipient must only include in its application any irrecoverable VAT expected to be incurred.
14. The grant must be taken up within 28 days after the issue of the grant offer letter. Any grant not used shall be refunded to the Council.
15. The applicant will need to sign the grant letter agreement within 4 weeks from the date of the grant letter agreement, otherwise the offer will be withdrawn.
16. The Recipient shall not make any material changes to the delivery of the Project or the approved grant without having notified the Council and obtained the prior written approval of the Council. Failure to comply with this condition may invalidate the grant offer even if the additional work is not grant aided.
17. The Recipient shall recognise that it is receiving public funding and accept the responsibility of the Council to account for these monies.
18. The Council may upon serving written notice on the Recipient immediately terminate the grant offer in the event of:
  - 18.1 a misuse of payments made by the Recipient;
  - 18.2 a breach of the law by the Recipient; or

- 18.3 a failure by the Recipient to comply with the terms and conditions of the grant offer letter, provided always that the Council will give the Recipient a period of 14 days within which to appeal and/or remedy the failure.
19. The council has the right to seek repayment of the grant should the grant conditions not be met and will undertake the necessary action to recover any grant payment. Any unspent funding on completion of the activities as described in the application form will be refunded to the Council.
20. The Recipient acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. The Recipient shall provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the legislation.
21. Each party shall comply with the requirements of the Data Protection Legislation in respect of any activities which are subject to this agreement and shall not knowingly do anything or permit anything which might lead to a breach by the other of the Data Protection Legislation.
- 21.1 Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including UK General Data Protection Regulations (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner; and
- 21.2 "**controller**", "**data subject**", "**personal data**" and "**processing**" have the meanings given under the Data Protection Legislation.
22. The Recipient shall comply with the requirements set out in the Equality Act 2010 and other relevant legislation, or any statutory modification or re-enactment thereof.
23. The Recipient will be responsible for complying with the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendments or re-enactments thereof.

24. The Recipient shall, to the extent that delivery of the Project will cause it to come into contact with children or vulnerable adults, have safeguarding children and vulnerable adult policies in place that comply with legislative requirements, Government guidance and the terms of the Council's Policy and Procedure for the Safeguarding of Children and Vulnerable Adults.
25. Payment will be made in advance. Upon completion of the activities, the Recipient will need to submit within 28 days a report describing what activities took place, how many people were engaged and provide a detailed breakdown of expenditure together with copies of receipts and invoices.
26. Any notice to be given by either party pursuant these terms and conditions will be in writing and may be given personally, sent by email or by pre-paid registered post to the address for services as specified on the grant agreement letter.
27. The Recipient must inform the Council of any changes to the organisation or changes of organisation address and telephone number.
28. The Council may contact the Recipient to request information for the purposes of monitoring the Recipient's Project.
29. All news releases, public statements, event speeches and, where possible, media interviews relating to the Fund, should feature a written or verbal acknowledgement of the Council's support. The use of the logo and associated text must comply with the Council's Communications Guidance, as provided to the Recipient.
30. The Council reserves the right to publish illustrations, photographs, or other details of your project in promotional literature and other documents associated with Council's grant scheme.
31. The Recipient shall maintain policies of insurance in respect of the Project and against all other risks and liabilities that may arise out of the performance of this Agreement. The recipient will maintain an appropriate level of insurances to cover the public and personal liabilities of the Recipient's staff, service users and its activities.
32. None of the provisions shall constitute or be deemed to constitute a partnership or a relationship of principal and agent or any other fiduciary relationship and neither party has authority to bind the other in any way.

33. The Recipient shall not assign in whole or part or delegate or sub-contract any of its responsibilities under these terms and conditions to any other company, persons, or individuals without the prior written consent of the Council.
34. In delivering the Project, the Recipient shall obtain all necessary statutory licences and consent and must comply with the provisions of all statutes and subordinate legislation and any codes of management practice required or provided for under any such legislation.
35. The Council is under a duty to protect the public funds it administers and consequently may use information about or in relation to the Recipient which it has acquired in relation to this Agreement or otherwise for the prevention and detection of fraud.
34. The Council may share for such purposes all such information with other bodies responsible for auditing or administering public funds, including participation in the National Fraud Initiative, and the Recipient acknowledges and consents to such use and sharing of all such information.
36. These terms and conditions shall be governed by and construed in all respects in accordance with English law and the English courts are the courts of exclusive jurisdiction.