

## **Declaration and Terms and Conditions**

Before you submit your application you must read and agree the following Terms and Conditions of award. Two authorised signatories for the group, should then sign the declaration in the application form, which confirms that the organisation understands and agrees to the Terms and Conditions.

Within the Terms and Conditions, “we” and “our” refers to the applicant organisation. “Falkirk Council” refers to the Service providing the resources for which you are applying.

### **1. The Award**

- 1.1 We will use the award as described in our application form. Any changes must be agreed in writing and in advance, by Falkirk Council.
- 1.2 We understand that any resource awarded must be used within the agreed period, which will normally be one year from the date of the award letter or as otherwise stated within the award letter.
- 1.3 We will tell Falkirk Council immediately in writing of anything that significantly delays, threatens or makes it unlikely that the award will either not be used within the agreed period or not be used for the purpose described in the application.
- 1.4 We understand that we may be asked to produce regular progress reports on the use of the award. We also understand that a final report must be completed and submitted to Falkirk Council within 3 months of all award expenditure being incurred.
- 1.5 We understand that Falkirk Council will not increase the award if we overspend, and that any unspent award at the end of the agreed period should be returned to Falkirk Council.
- 1.6 We are aware that any equipment which has been awarded to us is under the charge of our organisation and must be regularly maintained and insured to its full replacement value and kept in a secure premises.
- 1.7 We understand that the amount and schedule of payments will be indicated in the formal offer of grant, and that no expenditure should be incurred until the offer of grant has been received, signed and returned to Falkirk Council.
- 1.8 We agree that in any publicity or public presentation about the funding it is essential to include an indication that the project was supported by Falkirk Council.
- 1.9 We understand that there is a possibility that Falkirk Council's internal or external auditors may wish to audit funded projects. We agree that any officer may be required to make themselves, and any relevant documentation, available for any visit by auditors at reasonable notice.

### **2. The organisation**

- 2.1 We will advise Falkirk Council in writing of any change to our constitution, and provide a copy of the revised document.
- 2.2 We will advise Falkirk Council in writing of any changes to our bank or building society account.
- 2.3 We will keep all financial records and accounts, including receipts for items bought with the grant, for two years from the completion of the project for which funding has been awarded. We understand that this does not release us from our legal responsibility to keep record for longer periods. We will make all financial records available for inspection by Falkirk Council, if requested.
- 2.5 We agree to meet all legislation regulating the way that we operate, the work that we carry out, the staff that we employ and the goods that we buy, particularly, but not exclusively covering, the areas of Equal Opportunities, Data Protection, Disclosure Scotland, Employment and Health & Safety.
- 2.6 If appropriate to the award, we agree to comply with Falkirk Council's Financial Regulations and Standing Orders, and any other guidance as advised by Council Officers. A copy of all such guidance will be supplied by Falkirk Council.
- 2.7 We understand that Falkirk Council may make public information about our award.
- 2.8 We understand that we have a duty of care to our members and the public and will ensure that adequate public liability insurance is in place to provide indemnity to our organisation and its members. We will provide these documents to Falkirk Council on request.

- 2.9 If appropriate, we will ensure that adequate employers liability and property insurance is in place. We will produce these documents for Falkirk Council on request.
- 2.10 We understand that Falkirk Council will not accept liability, or be liable, for any damages or injuries associated with projects for which the Council has provided equipment or granted an award.

### **3. Leases of Property**

- 3.1 We understand that in order to be eligible to receive an assisted let, we must be an organisation delivering services benefiting a local community, or communities, within the Falkirk Council administrative area.
- 3.2 We understand that entry will not be granted to any property until a formal lease with Falkirk Council is concluded, to the satisfaction of the Directors of Law and Administration and Community Services, or their delegated officers.
- 3.3 We understand that the lease agreement will be between our group and Falkirk Council, and will be used as described in the application. We will not hand the property to any other organisation.
- 3.4 We will ensure that the terms and conditions of the lease will be fully complied with, particularly with regard to the payment of rent, use, repairs and maintenance, insurance and sub-letting.
- 3.5 We understand that if any of the terms of the lease are breached, Falkirk Council shall commence proceedings to terminate the lease and that the full rental value of the property shall become payable from the date of entry up to the lease termination date.

### **4. Falkirk Council may withhold an award or ask for repayment, in whole or in part, for the following reasons:**

- 4.1 If we fail to keep to these conditions in any way.
- 4.2 If members of our governing body, volunteers or staff act or supply information at any time during the application process or project which is dishonest, significantly incorrect or misleading.
- 4.2 If for any reason the organisation ceases to exist, any unused award will be returned to Falkirk Council. We will return any equipment or other assets bought with the award to Falkirk Council or, with the prior agreement of the Council, transfer the equipment or assets to another organisation with similar aims and objectives.
- 4.3 If we sell any asset purchased with an award, we will notify Falkirk Council in writing and return an agreed proportion of the sale proceeds agreed with Falkirk Council.
- 4.4 If any equipment or asset is stolen, lost or damaged, we will replace it or return monies obtained from insurance to Falkirk Council.