

Extract from NNCP Agreement - Appendix 9

Standard terms and conditions of funding

The North Norfolk Community Partnership, its Board or representatives (“the Partnership”) offers you a sum of money (“**the Fund**”) on behalf of the District Council and County Councils (“the Councils”) on behalf of Norfolk County Council (“the Council”) as set out in the attached terms of engagement (“**the Offer Letter**”) on the basis that you accept these terms and conditions. By accepting the Fund, your organisation “The Organisation” agrees to comply with these terms and conditions and any special conditions contained in the Offer Letter or set out in other correspondence from the Partnership.

1. Operation and implementation

- 1.1. The Organisation must use the Fund only for the purpose set out in the terms of engagement (“**the Project**”).
- 1.2. The Organisation must not make any change to the aims, structure, delivery or ownership of the Project as set out in its terms of engagement without getting prior Agreement in writing from the Partnership.
- 1.3. The Organisation must comply with all statutory requirements and other laws, regulation or code of practice relating to the implementation and development of the Project (including recruitment and participation). Where the Project involves any work or contact with children or young people aged 18 or under the Organisation must ensure that, before undertaking any such work for the Project, all staff, volunteers, agents and sub-contractors engaged in the Project are the subject of a Disclosure or an Enhanced Disclosure (as applicable) obtained from the Criminal Records Bureau (CRB Check).
- 1.4. The Organisation must pay particular attention to equalities in the recruitment and selection process and the need to ensure an appropriate balance of staff in the organisation.
- 1.5. The Organisation must not sell or dispose of any equipment or other assets which it has bought or improved with the Fund without first obtaining the Partnership’s written agreement.
- 1.6. The Organisation must not use the Fund to pay for goods or services that are bought or ordered before the Fund is received.
- 1.7. Where relevant the Organisation must supply evidence that planning permission, listed building consent and building regulations consent (or other applicable consents or regulations) have been received.
- 1.8. If the Project does not start within six months of the date of the Fund offer letter, the organisation must send the Partnership a written report of the reasons for the delay.

2. Accounting

- 2.1. The Fund will be awarded by instalments by the District Council in the amounts and on the dates set out in the Partnership’s Offer Letter and in accordance with terms and conditions of agreement.
- 2.2. The Partnership or Councils are not liable for any losses or costs (including but not limited to bank charges) arising from a failure to make payments of the Fund on any agreed date.
- 2.3. If the Fund is for part of the costs of the Project, the Organisation must secure funding for the balance of the Project costs (and provide written evidence of this funding to the Partnership) before committing or spending any of the Fund.
- 2.4. If the Organisation does not spend the whole Fund on the project, it must promptly return the unspent amount to the District County Council’s Finance Department that holds the Fund on the Partnership’s behalf (this will be organised through the Partnership Manager).

Extract from NNCP Agreement - Appendix 9

- 2.5. The Organisation must keep proper and up-to-date accounts and records, including invoices and receipts, which show how the Fund has been used. These financial records must be copied to the Partnership or the Council on request and be available to the Partnership, the Councils or their representatives for inspection and copying.
- 2.6. If the Organisation fails to claim all or any part of the Fund in accordance with the provisions of this agreement, the Partnership shall be entitled to retain the award or reduce the amount accordingly.
- 2.7. The Partnership may suspend payment of the Fund (or any part of it) or ask the Organisation to repay The Fund in whole or in part:
 - 2.7.1. If the Organisation does not meet the terms and conditions in this Agreement;
 - 2.7.2. If the Organisation completed the application form dishonestly or significantly incorrectly or misleadingly;
 - 2.7.3. If the Organisation gave the Partnership any materially misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the term of the Fund Agreement;
 - 2.7.4. If the Organisation does not follow equal opportunities practice in employing people providing its services;
 - 2.7.5. If any member of the Organisation's governing body, staff or volunteers acts dishonestly or negligently in their work for the Organisation at any time during the project;
 - 2.7.6. If the Organisation fails to proceed with the Project within the timescales set out in the application (or within a reasonable timescale if no timescales are specified);
 - 2.7.7. If the Organisation closes down, becomes insolvent, goes into administration, receivership or liquidation or becomes unable to pay its debts as they fall due or make an arrangement with its creditors;
 - 2.7.8. If the Organisation sells or disposes of any equipment or assets which the organisation has bought or improved with all or part of the Fund.
- 2.8. The Organisation must show the Fund separately in its annual accounts as a 'restricted fund' and will not include it under general funds.
- 2.9. The Organisation must provide the Partnership with a copy of its draft annual accounts within 10 weeks of the end of the Organisation's financial year and final audited annual accounts and balance sheets within 8 months (or such lesser period as the Partnership may reasonably require) of the end of the financial year in respect of each year in which Fund payments are made.
- 2.10. The Organisation must meet any relevant statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns.
- 2.11. The Organisation must permit access to its records and to any of its offices or buildings to the Partnership and Councils, or agents or employees thereof, and to the National Audit Office.
- 2.12. Where the Organisation is carrying forward an ongoing deficit on the Project at the end of any quarter or period, there will be no corresponding increase in the Fund unless otherwise agreed in writing by the Partnership.
- 2.13. If at the end of any quarter or period the Organisation is carrying forward an ongoing surplus on the Project, the Partnership reserves the right to adjust future payments.

Extract from NNCP Agreement - Appendix 9

3. Monitoring and evaluation

3.1. The organisation agrees to establish clear lines of communication with The Partnership representatives to carry out this monitoring and evaluation requirement and to respond promptly to any questions raised during the monitoring process.

3.2. Progress monitoring:

3.2.1. All projects which receive funds from the Partnership will be closely monitored to ensure that:

3.2.1.1. The projects objectives are being met

3.2.1.2. The Organisation continues to comply with the terms and conditions of the agreement

3.2.1.3. The project continues to represent good value for money

3.2.2. In consultation with the Partnership representatives, the Organisation will agree upon a set of appropriate Project measures and targets for the project. The Partnership will design a process for monitoring and evaluating the Project against a set of well-defined targets.

3.2.3. The Organisation will agree to actively monitor the Project and provide regular feedback to the Partnership. The period for which the targets will be monitored will be agreed with the Partnership representatives and may extend beyond the period of funding if applicable.

3.3. Project reporting

3.3.1. The organisation should report to the Partnership in such format and at such times as defined. The Partnership shall use progress reports to assess whether:

3.3.1.1. The organisation is in breach of any term or condition of the Agreement and /or is failing to satisfactorily deliver the project.

3.3.1.2. The financial controls and management of the Funds by the organisation are adequate

3.3.1.3. There is some other material default or deficiency by the Organisation in implementing the project.

3.4. Project evaluation and further actions.

3.4.1. The Partnership shall notify the organisation of any concern(s) arising. The organisation will respond promptly to any concerns raised and act to remedy the position to the Partnership's satisfaction within 30 days of the date of such notice.

3.4.2. In the event that the Organisation fails to provide any requested evidence, information or undertakings in connection to the above or if the Partnership is not satisfied that the Organisation will be in a position to remedy the default or breach in question or that the measure taken by the Organisation proves to be ineffective in remedying the position, The Partnership reserves the right:

3.4.2.1. Not to make any further payment and/or

3.4.2.2. Suspend or reduce the funds for such period and/ on such terms as The Partnership may deem appropriate and/ or

Extract from NNCP Agreement - Appendix 9

3.4.2.3. To claim back from the Organisation the whole or part of the Fund which has already been paid

3.5. The Partnership shall notify the Organisation in writing of any such decision not to renew and/or suspend, reduce and /or claim back elements of the Fund and such decision(s) shall be without prejudice to any other rights or remedies that the Partnership may have.

3.6. The Partnership or Councils are not liable for any losses or costs (including but not limited to bank charges) arising from the reduction, cessation, suspension in granting the funds, even if an investigation subsequently establishes no cause for concern.

4. Publicity

4.1. The Organisation agrees that the Partnership may use the Organisation's name and the name of the Project in its own publicity materials without charge and to have the right to disclose to third parties information concerning the project while remaining sensitive to situations where confidentiality is a significant issue.

4.2. The Organisation will not issue any substantive public release nor hold any press conference about the Project without giving the Partnership reasonable advance warning.

4.3. The Organisation agrees that during the term of the agreement it will officially recognise and promote the financial contribution provided by the Partnership.

5. Length of the agreement:

5.1. This Agreement will apply until the entire Fund is spent and until the Partnership has received and approved the final monitoring report. If any equipment or assets have been purchased with the Fund, these terms and conditions will apply until the end of the normal working life of the assets. In the case of freehold land or buildings improved with the aid of the Fund, the terms and conditions will apply for a period of 80 years from improvement. In the case of leasehold land or buildings improved with the aid of the Fund, the terms and conditions will apply for the unexpired period of the leasehold, or for 80 years, whichever is the shorter.

6. Miscellaneous warranties

6.1. The Organisation warrants undertakes and agrees that:

6.1.1. it is not aware of anything in its own affairs which it has not disclosed to the Partnership or any of its advisers which might reasonably have influenced the decision of the Partnership in granting the Fund on the terms contained in the Agreement.

7. Exclusions

7.1. The Partnership and the Councils, its employees, agents, officers, members or sub contractors will not at any time be liable to any person for anything in connection with the development, planning, operation, management and/or administration of the Project. In particular, but without limitation, it will not be liable to the Organisation for any loss or damage arising directly or indirectly as a result of the compliance by the Organisation with the terms and conditions of the fund or with the Project specifications

7.2. The Organisation acknowledges and agrees that the fund is to be paid out of public money and that the Partnership and the Councils are accountable for its distribution. Accordingly, the Organisation acknowledges and agrees that the Partnership and the Councils in order to secure the obligations of the organisation and /or the repayment of the fund in accordance with these terms and conditions, may require as condition of the Fund that:

7.2.1. the organisation amends its constitution

7.2.2. the organisation creates a charge over its assets and/or

Extract from NNCP Agreement - Appendix 9

- 7.2.3. the Organisation inserts a note into its accounts in each case in order to secure the obligations of the Organisation and/or the repayment of the Fund in accordance with these terms and conditions.
- 7.2.4. The Organisation makes those entries necessary into its accounts to recognize a contingent liability in respect of the Fund.
- 7.3. The Organisation acknowledges and agrees that payment of the Fund can only be guaranteed whilst the Partnership and the councils:
 - 7.3.1. remain entitled to receive and distribute funds thus generated on the same or substantially the same terms as exist at the date of this Agreement
 - 7.3.2. Has access to sufficient funds to meets grant payments at the time of the organisation requesting payment of the fund.

Provided that the Partnership and the Councils will notify the Organisations as soon as it becomes aware of the possibility of any of the above situations arising.

8. General:

The Organisation is an independent body and nothing in this Agreement shall be deemed to constitute a joint venture, relationship of agency or any employment relationship between the Parties.

This agreement may only modified by written agreement duly signed by both parties.

The parties agree that this agreement (including the schedules) is the entire agreement between the parties and supersedes all proposals or prior agreements and undertakings, whether oral or written, and all other communications between the Parties relating to the subject matter of this agreement.

The construction, performance and validity of this Agreement shall be governed by and construed in all respects in accordance with the laws of England.

Agreed by (name) and signature

Date:

On behalf of:

Extract from NNCP Agreement - Appendix 9

Sharedfolder/termsandconditionsoffunding270608bww3