

Grant terms and conditions

Updated December 2021

These terms and conditions apply to grants awarded by Local Trust for a **locally trusted organisation which are to be used in accordance with the Big Local plan for a Big Local area.**

A locally trusted organisation may be working with a separate Big Local partnership, or alternatively, a Big Local partnership may establish itself as an incorporated body that absorbs the work of a locally trusted organisation into itself. Where the locally trusted organisation is separate from its Big Local partnership, the 'you' in these terms and conditions refers to the locally trusted organisation only. Where it has combined with a Big Local partnership, 'you' refers to the incorporated body and any references in these terms and conditions to a separate Big Local partnership will not apply to it.

In these terms and conditions '**written**' and '**in writing**' includes e-mail or other electronic communication.

Local Trust may ask you to accept additional conditions; these will be set out in the attached award letter. Local Trust may from time to time vary these terms and conditions and will ask you to accept these changes in writing.

Purpose and use of the grant

1. The grant must only be used for the charitable purpose for which it was made, as described in the Big Local plan and Local Trust's award letter; in order to help to meet the Big Local outcomes of:
 - communities being better able to identify local needs and take action in response to these needs
 - people having increased skills and confidence so that they can continue to identify and respond to local needs in the future
 - the community making a difference to the needs it prioritises
 - people feeling that their area is an even better place to live.
2. The role of the Big Local partnership is to guide the overall direction of Big Local in your area and make sure that Big Local is a local, resident-led programme which enables people locally to provide recommendations in good faith about how their local area can be improved. The partnership is responsible for agreeing a shared Big Local vision, creating the Big Local plan, overseeing its delivery, collecting evidence showing how the plan is

progressing, and reviewing the plan and partnership to make sure they are working in the best way possible. Where the Big Local partnership has combined with a locally trusted organisation to form an incorporated body, that body will also carry out the work of the locally trusted organisation.

3. Where the locally trusted organisation is separate to the Big Local partnership, you are expected to work with your Big Local partnership to achieve the vision that they have set for the Big Local area, including participating in aspects of the Big Local Partnership's plan review where related to this funding agreement.
4. You are responsible for ensuring that the grant is spent appropriately in accordance with these terms and conditions and so you must carry out the appropriate due diligence checks on the use of the grant. If any of the grant is transferred to a third party, you are responsible for ensuring that the third party complies with these terms and conditions as though they are in your place and, where necessary, you should undertake appropriate due diligence on that third party before transferring any of the grant to them. Once you have transferred grant funding to a third party, you will be responsible for monitoring their use of the grant and ensuring they comply with these terms and conditions on an ongoing basis. Any such third party must be an entity which complies with the ['Assets and Big Local' guidance](#) (e.g. a charity).
5. Subject to honouring the terms and conditions of this grant, you must follow your own policies and procedures when administering Big Local funding; this includes establishing employment contracts or sub-contracting relationships. You acknowledge that you are responsible for the management of your workers, employees, volunteers and sub-contractors.
6. The grant must be used in accordance with the payment schedule attached to the grant offer, which is based on, and should be interpreted according to, the Big Local plan and related budget for the Big Local area.
7. We welcome and encourage areas using Big Local funding to lever other resources into the area where this is consistent with the Big Local plan. Subject to conforming with the attached payment schedule, this includes using Big Local funds for feasibility studies, in the preparation of applications for additional funding from other sources, and to contribute to or match fund projects receiving funding from a range of other sources. However, areas should be careful to ensure that funds are properly accounted for in all circumstances, and to note clause 13 below regarding duplicate funding received.
8. You acknowledge that all Big Local funding is held by you on special trust for the charitable purpose set out in the Big Local plan and the Local Trust's award letter, and that the application of Big Local funds for any other purpose, including to meet any creditors' demands, would constitute a breach of trust.
9. You must not set up (and, where it is separate, you must ensure that the Big Local partnership does not set up) a separate company or other legal entity to hold property of any kind purchased using the grant funding without our prior written consent.
10. The grant must not be used for any purpose which is prohibited by Big Local. A list of prohibited purposes is set out in the attached notes.

Variations to the grant offer

11. If you propose to use (or where the locally trusted organisation is separate from the Big Local partnership, your Big Local partnership proposes to use) the grant in ways which are not or may not be in accordance with the Big Local plan or the attached payment schedule, you must contact Local Trust and get our written agreement before agreeing to the change. If you do not do so you may have to repay the grant.
12. If you cannot use the grant within the time set out in the grant award letter or, in the absence of any time specified, within 12 months of the date of the final instalment, then you must contact us to discuss this. Unless we approve a grant variation in writing, you will have to repay to Local Trust any unspent grant money and the proportionate contribution that Local Trust has made to you to support grant administration (see clause 22).
13. If you receive funding from another source for the same purpose as the Local Trust grant (i.e. duplicate funding) then you must contact us to discuss this and you may have to repay some or all the grant.

Record-keeping and monitoring

14. You must keep separate and accurate financial records of how you spend the grant, including receipts, invoices, accounts and any other relevant documentation, for a period of seven years after you have spent the grant.
15. You must identify the grant in your accounts as being Big Local funding and restricted funds held on special trust.
16. Local Trust may ask to see:
 - 16.1 your accounts and other records or organisational information and / or visit your premises; and
 - 16.2 information relating to any assets funded by the grant or any other assets acquired or managed by you including any asset registers,and you must co-operate with any such request. You shall also allow access to these accounts and records to authorised representatives of The National Lottery Community Fund, National Lottery and the National Audit Office.
17. You must complete and submit spend reports in the format required by Local Trust every six months until the end of the funding period, or when the funding has been spent, and a final report once the grant has been spent in full.
18. Where the locally trusted organisation is separate to the Big Local partnership, you must report to your Big Local partnership on expenditure of the grant, in such format and at such times as the Big Local partnership may reasonably require (and in addition to reporting to Local Trust in accordance with these terms and conditions). Please note that reports sent to Local Trust are shared with the Big Local partnership.
19. You must notify Local Trust immediately if:
 - you (and/or where it is separate, the Big Local partnership) have any financial or cashflow difficulties that affect your ability to deliver the grant agreement or you

anticipate becoming insolvent, which might result in you closing down or merging with another organisation during this grant agreement

- you (and/or where it is separate, the Big Local partnership) wish to set up (or have set up without our prior written consent) a separate company or other legal entity to hold property of any kind purchased using the grant funding
- you wish to merge with another organisation or to transfer any of the grant funding or assets purchased with the grant funding to a third party
- any underspend of the grant against the payment schedule is reasonably anticipated or has taken place
- there are any significant changes, complaints, investigations or difficulties within your organisation (and/or where it is separate, the Big Local partnership) that may affect the activities which are funded by this grant
- you become aware of, or have any grounds for suspecting, any fraud within the activities which are funded by this grant
- you fail to comply with any of these terms and conditions (and/or, where it is separate, you become aware that the Big Local partnership is or may be failing to comply with the Big Local plan or guidance)
- you or any of your employees (and/or, where it is separate, any member of the Big Local partnership) are the subject of an investigation by the Charity Commission, Police, or other regulatory body

Paying the grant

20. You must have a bank account in the name of your organisation with at least two signatories, unless other arrangements are agreed with us in writing. Your two bank account signatories should not be related to one another or reside at the same address.
21. Local Trust will pay the grant in instalments by BACS transfer to your bank account in accordance with the payment schedule which is attached to your grant offer. Local Trust shall not pay any instalment of the grant unless we are satisfied that such payment will be used for proper expenditure in accordance with these terms and conditions.
22. If your spend of the grant is less than anticipated, or the grant is not spent in accordance with the payment schedule or these terms and conditions, Local Trust may at its sole discretion reduce the amount of a future instalment or instalments of the grant and/or require the return of unspent grant monies, unless Local Trust agrees otherwise in writing.
23. When Local Trust asks for the return of the unspent grant, you will also need to return the proportionate contribution that Local Trust has made to you to support grant administration.

Working with Local Trust

24. You must provide reasonable assistance to Local Trust with the monitoring and evaluation of the activities which are funded by this grant, including by:

- co-operating with any evaluation or research of Big Local by Local Trust or the National Lottery Community Fund
 - submitting spend reports to Local Trust in the format and within the timescales required by Local Trust, and authorising Local Trust to use your report for the purposes of demonstrating best practice and providing case study materials
 - providing progress reports to Local Trust if requested.
25. You must assist with the response to any requests for information which Local Trust may receive, in accordance with the attached notes.
26. Local Trust accepts no responsibility, financial or otherwise, for the expenditure of the grant or liabilities arising out of such expenditure.

Acknowledgements and publicity

27. You acknowledge that the names 'Big Local', 'Local Trust' or 'National Lottery Community Fund' (**'Names'**) are licensed to you (and the Big Local partnership, if separate) on a non-transferable basis subject to these terms and conditions and you (and the Big Local partnership, if separate) acquire no title or right to the Names. The Names (and any similar name) must not be registered as part of any corporate, business or domain name or as a trade mark. You agree that any goodwill arising from the use of the Names in connection with a Big Local area is for the sole benefit of Big Local, Local Trust or National Lottery Community Fund (as applicable).
28. Big Local areas are required to acknowledge the National Lottery Community Fund by properly using the National Lottery Community Fund beneficiary logo on publicity materials. This is so that people who take part in Big Local activities know that the funding for them is from the National Lottery Community Fund. National Lottery Community Fund's logo, and guidelines for using it, can be downloaded from:
<https://www.tnlcommunityfund.org.uk/funding/managing-your-grant/promoting-your-project/download-our-logo>.
29. You shall follow Local Trust guidance on using the Big Local name and logo which can be accessed at: [Using the Big Local name and logo - Local Trust](#). We encourage you to use the joint Local Trust/Big Local logo on all publicity materials and press releases. The logo should be reproduced in the same form as used by Local Trust and as directed by Local Trust in its guidance.
30. You shall send to Local Trust copies of all of your publications mentioning Local Trust. You shall promptly withdraw any publications referencing Big Local, Local Trust or National Lottery Community Fund at Local Trust's request.
31. When you need refer to the National Lottery Community Fund as a funder we suggest that you use the following wording:

"xxx supported through Big Local and administered by Local Trust for the National Lottery Community Fund".

32. You must acknowledge Big Local in your annual report for the financial year(s) in which the grant is used, any press releases, any promotional material relating to the funded activities and other publications if appropriate.
33. You agree to cooperate in communications that publicise the work of Local Trust, Big Local and the National Lottery Community Fund.
34. When a grant is withdrawn or the funding hereunder terminates, you acknowledge (and, where it is separate, you shall ensure that the Big Local partnership acknowledges) that you (nor the Big Local partnership, if separate) should no longer suggest a continuing association with Local Trust, Big Local and the National Lottery Community Fund in any publication or promotional material.

Other obligations

35. You must ensure that you have adequate and appropriate insurance in place at all times which covers all activities within the Big Local plan, including any assets you have purchased or leased, and employee and public liability.
36. You must ensure that you do not discriminate in any way on the grounds of age, disability, gender or gender identify, race, religion and sexual orientation and avoid committing any act of unlawful discrimination, harassment or victimisation prohibited by the Equality Act 2010; this is fully described in the attached notes.
37. You shall maintain appropriate procedures to require your members, trustees and employees to declare any potential or actual conflicts of interest in any matter concerning your activities which are funded by the grant.
38. You must be aware of and comply with employment law, which covers pension rules, payroll, the minimum wage, and health and safety.
39. If you work with children, young people or vulnerable adults, you must:
 - take all reasonable steps to ensure their safety
 - have and implement an appropriate written policy and set of procedures in place to safeguard vulnerable people
 - undertake DBS (Disclosure and Barring Service) checks necessary on all those individuals who are required by law or best practice have them.

This is more fully described in the attached notes.

Withdrawal, variation, repayment or suspension of grant

40. Local Trust may immediately by notice in writing, withdraw, reduce, vary, reclaim, suspend or not commence paying the grant (including any additional funding to support grant administration), in whole or in part and terminate this agreement if we find that:
 - you have failed to comply with any of these terms and conditions and/or have acted in breach of trust

- you (or where it is separate, you and/or the Big Local partnership) do not meet our criteria for funding
- where the locally trusted organisation and Big local partnership are one incorporated body, there is, in our opinion, insufficient resident decision-making taking place or your activities are not aligned with the ethos and values of the Big Local programme
- where the locally trusted organisation and Big local partnership are one incorporated body, that body has failed to register as a charity with the Charity Commission or a community interest company with The Office of the Regulator of Community Interest Companies within what Local Trust considers a reasonable timeframe
- you (or where it is separate, you and/or the Big Local partnership) have, in Local Trust's opinion, unacceptable conflicts of interest which affect the use or administration of the grant or your (and/or where it is separate, the Big Local partnership's) governance, reputation or integrity
- fraud is found to have taken place within the activities which are funded by the grant
- you (or where it is separate, you and/or the Big Local partnership) have provided false information to us in respect of the Big Local plan and/or during the assessment process
- you or any of your employees (or, where it is separate, any member of the Big Local partnership) are the subject of an investigation by the Charity Commission, Police, or other regulatory body
- you close down or merge with another organisation if at that time the grant has not been used
- you have transferred any of the grant or assets funded by the grant to a third party without first obtaining our written consent
- you become insolvent, or are placed into receivership, administration or liquidation, or a petition is presented for your winding up, or you enter into any arrangement or composition for the benefit of your creditors, or you are unable to pay your debts as they fall due
- following an assessment of your organisation (or, where it is separate and in so far as it is relevant, the Big Local partnership), it is judged that you (or, where relevant, the Big Local partnership) are at risk of such circumstances occurring during the period of the funding agreement
- you (or where it is separate, the Big Local partnership) receive funding from another source for the same purpose as this grant (i.e. duplicate funding)
- you (or where it is separate, the Big Local partnership) challenge Local Trust's, Big Local's or the National Lottery Community Fund's rights to the Names or take any action that is likely to damage their goodwill in the Names
- these terms require amendment but we cannot agree between us how the terms should be amended.

41. Where clause 40 applies, you (and, where it is separate, you must ensure that the Big Local partnership) shall immediately cease to use: (a) the Names and logos of Big Local and the Local Trust (or any similar signs); and (b) the titles 'locally trusted organisation' and 'Big Local partnership' to describe yourself (or, where it is separate, the Big Local partnership).
42. If, for any reason, you (or any third party to whom you have transferred grant funds or assets) can no longer carry out the purposes for which the grant funding was intended in accordance with the Local Trust's award letter and the Big Local plan (for example, in the event of insolvency or closure), any assets purchased with Big Local funding and any remaining funds will be transferred to:
 - 42.1 Local Trust in the first instance, or such other charity as Local Trust may direct; or
 - 42.2 if Local Trust no longer exists, but prior to ceasing to exist, has designated another organisation as its successor for this purpose, to that organisation, or to such other charity as that organisation may direct; or, if none, to a charity carrying out the same or similar purposes to yours in your local area; or
 - 42.3 if there is no suitable charity carrying out the same or similar purposes to yours in your local area, to a charity carrying the same or similar purposes to yours elsewhere in England.

General

43. Either party may terminate the grant on giving the other three months' written notice. In such an event, these terms and conditions shall continue to apply to any grant funds still held by you.
44. Clauses 8, 40, 41, 42, 43, 44 and 45 shall survive the termination of these grant terms and conditions.
45. Where there grant terms and conditions are terminated for any reason, you shall ensure there is an orderly handover to us of such information as we shall require, including reporting on any third-party agreements.
46. Any amendments to these terms and conditions shall only be valid if they are in writing and signed by an authorised representative of both of us.
47. These terms and conditions shall not create any partnership or joint venture between you and us, nor any relationship of principal and agent, nor authorise either party to make or enter into any commitments for or on behalf of the other party.
48. These grant terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

[Do not detach this page]

49. **Acceptance of offer of grant**

On behalf of my organisation:

- I declare that the information provided by **name of organisation** is correct and complete
- I accept the offer of grant as set out in the Local Trust's award letter and grant terms and conditions and I confirm that we have read these and agree to abide by them
- I understand that these grant terms and conditions (including the important notes section below) and the offer letter are legally binding on **name of organisation** from the date I sign this acceptance
- I confirm that I am authorised to sign on behalf of my organisation.

Signed:

Name and position in organisation:

(please print clearly)

Date:

Full name and address of organisation:

Organisation name

Address

Postcode

Registered company / charity number of the organisation (if applicable): **charity / comp. no.**

Big Local area: **Area name**

Please follow the instructions in the email sent through DocuSign in order to sign a copy of these terms and conditions.

Important notes

Prohibited purposes

Grants must **not** be used for any purpose which is prohibited by Big Local, including:

- the costs of putting together your proposal
- activities that happen or start before the grant is confirmed
- expenses you commit to before Local Trust confirms the grant
- salaries of existing staff for activities they undertake as part of their normal employment that are not related to the programme
- political activities, as defined by the Charity Commission as activities aimed at securing, or opposing, any change in the law or in the policy or decisions of central government, local authorities or other public bodies, whether in this country or abroad
- religious activities, which includes the practice of religion or activities that actively promote religion or particular belief systems (or indeed the lack of belief)
- projects or activities which the state has a legal obligation to provide
- VAT you can recover
- general running costs not associated with the delivery of this programme
- investment or other application with a view to obtaining a purely financial return (for example, by creating an endowment).

Data protection

Local Trust will use the information you give us during the life of your grant to administer and analyse grants and to improve our programmes and services.

Personal Data is processed by Local Trust in accordance with its Data Protection Policy and procedures. These comply with the requirements of the UK Data Protection Act and the EU General Data Protection Regulation. Local Trust is registered with the Information Commissioner's Office (registration no. ZA003370).

The information you provide will be retained by Local Trust in a secure database. Access controls limit access to personal information to those that need it in connection with their job responsibilities or contractual obligations. The information may be used for us to contact you by letter, fax, telephone or email. Information about Big Local areas may be made available on Local Trust's and/or the National Lottery Community Fund's website.

Personal Data may be shared with individuals and organisations outside of Local Trust in the following circumstances:

- Your contact details (organisational contact, telephone number, website, email address, etc.) may be shared with delivery partners and/or the National Lottery Community Fund, but will not be shared with other third parties.
- Information you provide may be shared with accountants, external evaluators and other organisations or groups involved in delivering the programme when Local Trust needs

assistance in assessing proposals, administering the programme, monitoring grants and evaluating funding processes and impacts.

- Personal information may be disclosed to credit reference or fraud prevention agencies for the purpose of making specific checks on the identity and suitability of funding recipients. These agencies may keep a record of that information.
- Personal information may be shared with other Lottery distributors, government departments, organisations providing matched funding for the specific purposes of preventing and detecting crime.
- We may also use the information you provide for research purposes in order to improve our programmes and services, and may commission third parties to conduct the research. The data will not be used for any other purpose by the recipients and individuals will not be named or identified in research outputs unless they give their specific consent.

This contract does not affect your rights under the Data Protection Act 2018 under which you are entitled to request a copy of the data that Local Trust holds about you at any time. Information about your rights under the Act is available on the website of the Information Commissioner's Office.

It is your responsibility to ensure that all individuals whose personal data is provided to Local Trust in accordance with this agreement are aware of how their data may be used.

Freedom of information

Local Trust is not subject to the Freedom of Information Act 2000 but we deal with requests for information in accordance with the spirit of the act and anyone may ask Local Trust to provide information that we hold. We will release information requested, subject to the exemptions under the Act; although we may consult with you first. If you think that information you are providing to us may be exempt from release if requested, you should let us know when you apply.

Safeguarding

If the activities you are planning involve working with children, young people, or vulnerable adults (such as elderly people or people with disabilities), you need to be sure that they will be safe. As a minimum, you must have a policy and explain how you will put this into practice. It is your responsibility to have acceptable protection policies and procedures for children, young people, and vulnerable adults in place. Local Trust may ask to inspect these at any time. You can access our guidance on safeguarding here: <http://localtrust.org.uk/library/programme-guidance/safeguarding/>

Environmental impact

Local Trust recognises that its activities have an impact on the local, regional and global environment, and we will be seeking to make continuous improvements in environmental performance. We will support the Big Local areas to understand and integrate sustainable development, environmental justice and protection in their activities so that they can develop natural and physical environments that create better places to live now and in the future.

Equalities

Local Trust is committed to ensuring that its work does not discriminate and offers equality of opportunity to all. Local Trust strives to work within equalities legal requirements and promote best

practice. We will support local areas to ensure that everyone who could benefit from Big Local in their area knows about it and is able to get involved in Big Local activities. You should also read the following guide created by the National Lottery Community Fund for further information: [equality matters.pdf \(nlcommunityfund.org.uk\)](https://www.nlc.org.uk/equality-matters.pdf)

Payment Schedule

Organisation Name

Payment	1	2	3	4	
Payment date					Total per activity
Contribution to support grant administration and partnership running costs					
TOTAL inclusive of VAT you cannot recover	£	£	£	£	£