

# **TERMS AND CONDITIONS**

## **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE SUBMITTING YOUR APPLICATION**

### **By using our site you accept these terms**

By submitting your application, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not submit your application.

We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

[Our Grants Criteria](#)

### **We may make changes to these terms**

We amend these terms from time to time. Every time you submit an application, please check these terms to ensure you understand the terms that apply at that time.

### **Freedom of Information**

The Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 in making an application you agree to provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the relevant legislation.

By submitting an application to Worcester City Council (“**the Council**”, “**we**” or “**us**”), the organisation or person named in the application (referred to as “**you**” in these terms and conditions) agrees to abide by these terms and conditions

**You agree to:**

**hold the grant on trust for the Council and use it only for your project as described in your application or otherwise agreed with us, and only for expenditure incurred after the date of the grant award;**

**not to make any significant change to the project as stated in your application without the Council's prior written agreement;**

**to monitor the delivery and success of the project to ensure that the aims and objectives of the project are being met;**

**provide us promptly with any information and reports we require about the project and its impact, both during and after the end of the project;**

**to promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where grant monies have been paid in error;**

**act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us about the project or use of the grant;**

**not publish any material referring to the Council without the prior written agreement of the Council. If consent is given you agree to comply with all reasonable branding guidelines issued by the Council from time to time;**

**hold the grant in a UK-based bank or building society;**

**adopt and implement an appropriate written safeguarding policy, where your project involves working with children, young people or vulnerable people and to obtain written consent from legal carers or guardians and carry out background checks for all employees, volunteers, trustees or contractors as required by law or our guidelines;**

**comply with data protection laws and obtain the consent of your beneficiaries for us and you to receive and process their personal information and contact them;**

**keep accurate and comprehensive records about your project both during the project and for six years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant, such as original receipts and bank statements;**

**ensure that any unspent monies are returned to the Council;**

**the Council publicising and sharing information about you and your project including your name and images of project activities. You hereby grant us a royalty free licence to reproduce and publish any project information you give us. You will let us know when you provide the information if you don't have permission for us to use it in this way.**

**You acknowledge:**

**We are entitled to suspend or terminate the grant and/or require you to repay all or any of the grant in any of the following situations. You must let us know if any of these situations have occurred or are likely to occur:**

**You use the grant in any way other than as approved by us or fail to comply with any of these terms & conditions;**

**You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the objectives agreed with us;**

**You have match funding for the project withdrawn or receive duplicate funding for the same project costs as funded by the grant;**

**You provide us with false or misleading information either on application or after award of the grant, act dishonestly or are under investigation by us, a regulatory body or the police, or if we consider for any other reason that public funds are at risk or you do anything to bring the Council into disrepute;**

**You enter into, or in our view are likely to enter into, administration, liquidation, receivership or dissolution.**

**We will not increase the grant if you spend more than the agreed budget.**

**We have no liability for any costs or consequences incurred by you or third parties that arise directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law;**

**if the application and grant award are made electronically, the agreement between us shall be deemed to be in writing and your online acceptance of these terms and conditions shall be deemed to be a signature of that agreement**