

CONDITIONS OF GRANT AID (COGA) GRANTS

The applicant representing the organisation should sign this COGA. In signing this document, you have confirmed that you and your organisation agree to all terms and conditions contained therein and have agreed to abide by them.

Your completed Application Form will be attached to this COGA and is an essential evidence document, supporting the COGA.

Upon receipt of this document the Council will countersign and return a copy to you together with confirmation that it will pay you the grant as set out in your Application Form attached.

This document is not an Offer of Grant until such confirmation has been sent to you.

To be completed by Council Project Officer:

Name	
Company Number	
Project Manager	

Grant amount – in words and figures	
Grant Commencement Date	
Grant Expiry Date	

GRANT RECIPIENT DETAILS	
Organisation name	
Details of Project/ Activity	

EAST STAFFORDSHIRE BOROUGH COUNCIL DETAILS	
Address	
Grant Coordinator name	
Grant Coordinator telephone	
Grant Coordinator email	

Grant Additional Information

<p>The Application Form (attached) sets out the agreed grant outcomes. Any changes to the agreed outcomes after the project will be discussed with the project officer and recorded for audit purposes.</p> <ul style="list-style-type: none"> This grant is for the purchasing of consumables by your food project. The funds should primarily be used to purchase food, but can also be used to purchase hygiene products (including pads and tampons), baby products and pet food, where appropriate.
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Payment Arrangements
Monitoring and Tracking

On behalf of the above named organisation, I accept the grant detailed above on the terms and conditions set out in this document.

To be signed by a director, trustee or management committee member, and a witness.

If you are signing on behalf of an unincorporated association, please be aware that all signatories will be personally responsible for the organisation's obligations under these conditions. Signatories should be members of the organisation's management committee.

	Signatory			
Signatory name				
Position held				
Address				
Signature				
Date				
Witnesses the signing of these conditions must be witnessed by two people, who must not be an above signatory, or a relative of an above signatory				
	Witness			
Witness name				
Address				
Signature				
Date				
Grant Conditions signed on behalf of East Staffordshire Borough Council				
Signature of authorised officer				
Print name				
Position		Date		

Bank Detail

All Grants are discretionary

Organisation Name (for banking)	
Organisation bank account number	
Organisation sort code	
Bank name	
Please confirm that you will attach a redacted bank statement (with all the transactions blocked out but the account details visible) to the email?	Yes / No (delete as appropriate)

PART A

GENERAL CONDITIONS for all Grants

Length of Grant

The Council's default position is to guarantee funding for no more than one year at a time, even if the programme runs for a longer period. Proposed grants for future years are not guaranteed to be approved by the Council.

Commencement and Duration

All funding given relates to the financial year within which it was awarded and cannot be carried forward unless agreed in writing by the Project Officer.

This Grant shall start on the Grant Commencement Date PROVIDED the form above has been correctly signed by the Parties and shall continue until the Grant Expiry Date unless terminated earlier in accordance with the terms of this Document.

The Grant cannot be used before or after the Grant Period.

Use of Grant

The Grant must be used solely for the purpose applied for as set out in this Document and the Grant Schedule (if applicable).

The Grant must be used in accordance with these Conditions.

The Grant shall not be used for any other purpose without the Council's prior written agreement.

Changes to the use of Grant

The Grant Recipient must notify, in writing, the Project Officer of any intended or actual material changes to the Activity offered, the Project, delivery, milestones, client eligibility or the addresses at which the Activity is offered.

Grant underspend

Any unspent portion of the Grant will be reclaimed by the Council at the end of the Grant Period and must be returned by the Grant Recipient to the Council within 30 days of the Grant Expiry Date unless notified otherwise by the Council. If you have any monthly underspend, we suggest that you spend it on ambient produce that will last longer than 6 months to build stocks in the medium term.

Payment of Grant

The Council shall pay the Grant to the Grant Recipient for the Grant Period. For the avoidance of doubt the provision of the Grant excludes any

Proposed Grant for future years that has not been approved by the Council Officer.

The Grant shall be paid a single lump sum and subject to any additional conditions stated in the Grant Schedule.

Freedom of Information

The Council is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and may be required to disclose information it holds to the public.

In the event of any request for information or internal review against a refusal to disclose relating to this Document the Council will seek and consider the comments of the Grant Recipient before making any decision as to the disclosure of the information requested. Provided such comments with reasons is received within 10 working days of the Grant Recipient being notified of the request or any subsequent appeal. The Grant Recipient accepts that the final decision as to disclosure or non-disclosure lies with the Council.

Confidentiality

The Parties to this Document will at all times keep any information acquired in consequence of this Document confidential, which if disclosed would amount to an actionable breach of confidence, except for information which they may be entitled or be bound to disclose under compulsion of law or where requested by regulatory agencies or to their professional advisors where reasonably necessary for the performance of their professional services.

Data Protection

The Grant Recipient shall at all times comply with the Data Protection Act 2018 ("DPA") as a data controller if necessary, including maintaining a valid and up to date registration or notification under the DPA covering the data processing to be performed in connection with the activities

Record of Grants Awarded

Personal information given in this agreement will be entered into a recording system for administrative and statistical purposes and shared with other Council departments or government agencies as appropriate.

Audit

The Local Auditor may for the purposes of the Local Audit Accountability Act 2004, and the Council may for the purposes of conducting its internal audit,

examine such documents and any other relevant information as they may reasonably require.

Insurance

The Grant Recipient will have suitable insurance with a reputable insurance company to fully cover its organisation, directors, employees, customers/members of the public, buildings, assets, vehicles and the Project and or Activity it is running.

The Grant Recipient must produce to the Council Officers current policies and renewal receipts, if Council officers require seeing them.

Annual Accounts and Statements

Unless awarded as core revenue funding, all Grants will be accounted for as restricted funds and cannot be used for other purposes.

The Grant Recipient must show each individual Grant in its annual report, and accounts indicating the source of funding, the purpose for which the Grants were used and the related outcomes.

Health and Safety

The Grant Recipient, its employees and any other persons acting on its behalf shall comply with the Health and Safety at Work Act etc. 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision by the Grant Recipient of a copy of its risk assessment under these Regulations when requested by the Council), and all legislation relating to health and safety. Further information regarding health and safety may be obtained from the Project Officer.

Equal Opportunities

The Grant Recipient must ensure their organisation: Does not discriminate, directly or indirectly, and comply with employment legislation and have regard to the codes of practice of any bodies appointed by government to oversee equalities legislation, relevant government departments and other similar agencies specified by the Council in relation to equalities issues, and as they apply to specific jobs and roles.

Council officers may from time to time conduct an independent equalities audit of any Grant Recipients, and request additional information in relation to the operation of their equal opportunities policies and procedures.

Failure to Comply with these Conditions

An Event of Default is the occurrence, in the absolute discretion of the Council (acting reasonably), of any of the following:-

- the Grant Recipient has failed to comply with or commits a serious breach of any of the Conditions of the Grant (including the Grant Schedule)

- any information the Grant Recipient has provided to the Council is found to be incorrect or incomplete to the extent that the Council considers it to be serious
- the Grant Recipient owes the Council money under any other grant agreement
- the Grant Recipient suffers an Insolvency event other than for the purposes of amalgamation or reconstruction there is a change which the Council consider relevant in the ownership, control or nature of the Grant Recipient's organisation
- the Council considers the Grant Recipient no longer needs the Grant because funds have been obtained from another source; or
- the Grant Recipient no longer has the financial resource to carry out and complete the Project.

Where an Event of Default has occurred the Council shall issue the Grant Recipient with a written notice ("Default Notice") specifying the nature of the breach, and:

- if the Event of Default is capable of remedy the corrective action required, and the deadline by which this action must be taken; or
- if the Event of Default is not capable of remedy the action the Council intends to take.

Where an Event of Default has occurred the Council shall be entitled to take one or more of the following steps:

- suspend the payment of the Grant for such period as the Council shall determine, with no obligation to make any Grant payments during this suspension;
- vary the Grant, in which case the payment shall thereafter be made in accordance with the variation notified to the Grant Recipient;
- cease to make all or any payments of the Grant, and require the Grant Recipient to repay to the Council all or any part of the Grant previously paid, and/or (if applicable) recover such repayment by withholding or deducting an amount equivalent to the required repayment from sums due from the Council to the Grant Recipient under any other grant agreement; or
- terminate this Grant

Where the Council requires the Grant Recipient to repay any amount of Grant, the Grant Recipient shall repay the amount concerned within 20 Working Days of receiving the demand for repayment. The liability to meet such a demand shall be enforceable as a contractual debt.

The Council may require interest to be paid on any amount repayable by the Grant Recipient in

accordance with the base rate published by the Bank of England from time to time

