



# Hall Green NNS Grant Requirements

## Part A: GENERAL Requirements for all Grants

**GreenSquareAccord is the lead body for the Hall Green Neighbourhood Network Scheme programme and has been commissioned as the Lead Constituency Facilitator for this programme by Birmingham City Council. All Hall Green NNS requirements as laid out in this document are overseen by the GreenSquareAccord Community Involvement and Investment Team within the Homes and Communities Directorate.**

### **Length of Grant**

The 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.

### **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 Hall Green NNS Officer.

This Grant shall start on the Grant Commencement Date PROVIDED the grant agreement 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 unless this is discussed with the Hall Green NNS Project Manager and approved by BCC for extensions of projects.

### **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 recipient will ensure that the Hall Green NNS Officer is invited to key events.

The Grant must be used in accordance with these Conditions.

The Grant shall not be used for any other purpose without Hall Green NNS's prior written agreement.

### **Changes to the use of Grant**

The Grant Recipient must notify, in writing, the Hall Green NNS 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 Hall Green NNS at the end of the Grant Period and must be returned by the Grant Recipient to us within 30 days of the Grant Expiry Date unless notified otherwise.

### **Payment of Grant**

Hall Green NNS 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 Hall Green NNS Officer.

The Grant shall be paid in the instalments set out in the Grant Schedule and subject to any additional conditions stated in the Grant Schedule.

### **Freedom of Information**

Hall Green NNS 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, Hall Green NNS 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 Hall Green NNS.

### **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**

For the avoidance of any doubt, “**Data Protection Legislation**” for the purposes of this Paragraph and the remainder of these conditions, shall have the following meaning:

**On or after 25th May 2018**, Regulation (EU) 2016/679 of the European Parliament and of Hall Green NNS of 27th April 2016 on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such Data, and repealing Directive 95/46/EC (the “**General Data Protection Regulation**” or “**GDPR**”), the Data Protection Act 2018, and all such other applicable laws and regulations relating to Processing of Personal Data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

### **Grants Management System**

Personal information given in this agreement will be entered onto a grants management system for administrative and statistical purposes and shared with Birmingham City Council directorates or government agencies as appropriate.

### **Audit**

A Local Auditor may for the purposes of the Local Audit Accountability Act 2004, and Hall Green NNS may for the purposes of conducting its internal audit, examine such documents and any other relevant information as they may reasonably require.

### **Complaints**

If a complaint regarding the Grant Recipient is made the Grant Recipient shall:

- Fully and promptly answer (whether oral or written) communications from the Hall Green NNS Team & shall send the Hall Green NNS Officer a copy of any communication;
- Co-operate fully and courteously in any investigation;



- Fully and promptly respond to any communication from the Hall Green NNS Officer concerning the complaint so that Hall Green NNS may answer any issue raised with Hall Green NNS; and
- Fully indemnify Hall Green NNS in respect of any costs it incurs or compensation paid as a result of a finding of maladministration if and to the extent that maladministration was caused to and by any act or omission of the Grant Recipient.

### **Living Wage**

As a condition of the funding the Grant Recipient will be required to ensure that any contractor or subcontractor, who supplies employee/s (other than an intern or apprentice) which supports services or works, in respect of their time working on a Hall Green NNS grant funded service, is paid the Living Wage in accordance with the Birmingham Living Wage Policy. Details of the Birmingham Living Wage policy can be accessed at:  
[www.birmingham.gov.uk/downloads/file/2530/birmingham\\_city\\_councils\\_living\\_wage\\_policy](http://www.birmingham.gov.uk/downloads/file/2530/birmingham_city_councils_living_wage_policy)

### **Acknowledgment of Hall Green NNS Funding**

The Grant Recipient must acknowledge all Hall Green NNS funding in all of its publicity material, to ensure that beneficiaries are aware of the support the activity/project is receiving. Hall Green NNS may equally use the name and details of the Grant Recipient and Project in its publicity.

### **The Grant Recipient**

The Grant Recipient must have a governing document, which allows for the following: election of a committee (including Voting Membership, Chair, Treasurer, Secretary); regular management committee/board of trustees meetings; a Special or Extra Ordinary General Meeting; presentation of annual financial statements at an AGM; amendments to be made to the constitution/ Memorandum and Articles of Association; and that Assets remaining, after winding up or dissolution, be used for a purpose acceptable to the funding Directorate(s).

Organisations delivering public services must adhere to the Nolan Principles of standards in public life. These can be found on <https://www.gov.uk/government/publications/the-7-principles-of-public-life/the-7-principles-of-public-life--2>

The Hall Green NNS Project Officer must be informed of any material changes to the governing documents of the Grant Recipient's organisation. This includes:

- changes to company/charity registration number(s) for incorporated bodies; any changes to officers, members of the management committee/board of trustees or individual(s) with a controlling interest; detail must be given regarding whether these are Council Members or Officers; and the date, time and place of the Grant Recipient's Annual General Meeting, using the same rules as in its constitution/governing document.

The Grant Recipient may be asked to (and if so must) allow Councillors and/or Officers to attend as observers without voting rights. A further letter will be sent to the Grant Recipient if such representation is required.

The Grant Recipient must not assign the project for which Grant funding has been obtained or any part thereof without the prior written consent of Hall Green NNS.

### **Grants to Unincorporated Organisations**

The Grant Recipient must have a governing document, which allows for membership open to anyone.

Grant recipients should be aware that unincorporated organisations have no status as a legal entity therefore individual members of the management committee are personally responsible for the organisation's obligations under these conditions

### **Declarations of interest**

Members of committees/boards, employees and volunteers must make declarations of interest when appropriate, and take appropriate action to ensure no conflict of interest arises. Any failure to disclose such interest or take appropriate action should also be notified immediately to Hall Green NNS.

### **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 current policies and renewal receipts, if requested by the Hall Green NNS team.

### **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.

If requested the Grant Recipient must submit its annual report and accounts bearing the appropriate signatures in the form required for their legal status, to the Funding Directorate within nine months of their financial year end.

At its discretion Hall Green NNS may require the submission of accounts independently audited by a suitably qualified person even where this is not a statutory requirement.

The Grant Recipient must ensure that appropriate financial information is submitted as soon as possible after the end of its financial year. Failure to provide this information within 6 months of its financial year end may result in recovery of the Grant and subsequent Grant payments may be withheld / withdrawn.

Where funding is awarded to specific projects of a large organisation, project accounts may be accepted with the prior written consent of the Funding Directorate.

### **Grant Recipient's Organisation – Policies, Procedures and Governance**

The Grant Recipient must confirm that it has the following policies, procedures and governance documents in place, and agree to show Hall Green NNS evidence of these upon request.

### **Protection of Children, Young People and Adults at Risk**

Hall Green NNS consider that ALL grant funded organisations have the potential to come into contact with children, young people or adults at risk, so Hall Green NNS asks for these policies and procedures regardless of the target participants of the Grant Recipient's Project.



The Grant Recipient agrees to have safeguarding policies and procedures in place which are in line with Birmingham Local Safeguarding Children Board (LSCB) [www.lscbbirmingham.org.uk](http://www.lscbbirmingham.org.uk) and the Birmingham Safeguarding Adults Board [www.bsab.org](http://www.bsab.org).

### **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 Hall Green NNS), 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 directorates and other similar agencies in relation to equalities issues, and as they apply to specific jobs and roles.

Hall Green NNS 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.

### **Financial Regulations and Procedures**

The Grant Recipient must have suitable financial management, accounting and record keeping, and show these to Hall Green NNS on request.

The Grant Recipient should establish effective appraisal, Project monitoring and financial systems so that the costs of each Project funded by the Grant, and the outputs and outcomes expected to be generated can be clearly identified.

### **Counter Fraud, Anti-corruption, Gifts and Hospitality**

The Grant Recipient must notify Hall Green NNS if it suspects any fraud or financial irregularity in the use of this Grant and indicate the steps taken in response.

Hall Green NNS retains the right to investigate any Grant funded organisation's business where it believes that there is or has been financial irregularity, misuse or misappropriation of the Grant, including the right to access individuals, documents, information and other evidence held by the organisation.

### **Whistle Blowing**

Whistleblowing can be defined as "raising concerns about misconduct or illegal and/or underhand practices". The Public Interest Disclosure Act 1998 offers a framework of protection against victimisation or dismissal for workers who blow the whistle on criminal behaviour or other wrongdoing henceforth called a "matter of concern"

### **Complaints**

The Grant Recipient agrees to have a complaints procedure in place, including a record of complaints and any action taken.

### **Grant Monitoring**

The Grant Recipient must allow duly authorised NNS officers to visit the Project or organisation and inspect the Project and the Grant Recipients financial and other records, at any reasonable time, and provide additional related information as requested.

A Monitoring Officer will be appointed by Hall Green NNS to monitor the Grant Recipient's compliance with these terms and conditions. The Monitoring Officer will hold project review meetings with the Grant Recipient as detailed in the Grant Schedule monitoring conditions.

### **Failure to Comply with these Conditions**

An Event of Default is the occurrence, in the absolute discretion of Hall Green NNS (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 Hall Green NNS is found to be incorrect or incomplete to the extent that Hall Green NNS considers it to be serious
- the Grant Recipient owes Hall Green NNS 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 Hall Green NNS consider relevant in the ownership, control or nature of the Grant Recipient's organisation
- Hall Green NNS 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 Hall Green NNS 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 Hall Green NNS intends to take.

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

- suspend the payment of the Grant for such period as Hall Green NNS 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 Hall Green NNS 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 Hall Green NNS to the Grant Recipient under any other grant agreement; or
- terminate this Grant

Where Hall Green NNS 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.

Hall Green NNS 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.

### **Additional Conditions**

- 1.1 Hall Green NNS may terminate this Grant at any time by giving 1 Months' written notice to the Grant Recipient





- 1.2** Any notice to be given to the Grant Recipient under the terms of the Contract shall be served by sending the same by post or by leaving the same at the Contractor's principal place of business or, in the event of the Contractor being a company, to or at its registered office.
- 1.3** Proof of postage of any notice to the Contractor, at his usual or last place of abode or business shall be sufficient evidence of its receipt by him.
- 1.4** Any notice to be given to Hall Green NNS under the terms of the Contract shall be served by sending the same by post or leaving the same addressed to GreenSquareAccord at the address given in this document, or otherwise notified to the Grant Recipient.