

TERMS AND CONDITIONS

INTRODUCTION

You should retain a copy of these Terms and Conditions for reference.

DEFINITIONS

For the purpose of these Standard Terms and Conditions the following expressions shall have the following meaning:

"you" and **"your"** refer to the organisation receiving the Grant, bound by the Grant Agreement;

"we", **"our"** and **"us"** refers to Crowdfunder Ltd acting as grant administrators on behalf of Power to Change

"Power to Change" and **"PtC"** means Power to Change Trustee Limited acting as trustee of the Power to Change Trust and includes our trustees, employees, agents and grant administrators acting on our behalf;

"Grant Agreement" means the contractual arrangements set out in the Standard Terms and Conditions;

"Grant" refers to the match funding awarded to your campaign on Crowdfunder;

"Project" means the activities that we are giving you the Grant for, as set out in your application, business plan and any supporting documents, and/or as varied by the Grant Agreement;

"Standard Terms and Conditions" means the terms and conditions set out in this document; and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of similar nature.

TERMS AND CONDITIONS

1. In general

- 1.1 You will use the Grant exclusively for the delivery of the Project, which is, and you shall ensure remains, a charitable activity for the public benefit. You will hold any unused part of the Grant on trust for us at all times and you will repay any unused part of the Grant immediately upon demand by us.
- 1.2 During the period of the Grant you will act in a fair and open manner without distinction as to race, religion, age, gender, sexual orientation or disability, and in compliance with relevant legislation. Your employment policies and procedures will reflect the requirement of equal opportunities in the recruitment and selection process and the need to ensure an appropriate balance of staff in your organisation.
- 1.3 You will make sure that all current and future members of your governing body receive a copy of the Grant Agreement while it remains in force.
- 1.4 You will ensure that at all times while the Grant Agreement is in force you are correctly constituted and regulated and that the receipt of the Grant and the delivery of the Project are within the scope of your own or any other's governing documents or regulations.

2. The Project

- 2.1 You will obtain our written agreement before making any change to the Project or to its name, aims, structure, delivery, outcomes, duration or ownership.
- 2.2 You will start the Project immediately on receipt of the first Grant payment. If you cannot meet this date, you will write to us giving reasons for the delay and asking for an extension.
- 2.3 You agree to use reasonable endeavours to deliver the Project and complete it on time or within twelve months of receiving the first Grant payment if we have not set a time limit.
- 2.4 You will tell us immediately of any offer of funding for the Project from anyone else at any time during delivery of the Project. You will tell us of any additional income received for the Project, including interest earned on the Grant.
- 2.5 You will secure any other funding needed for the delivery of the Project, as detailed in your application, in good time and will provide evidence of this that is acceptable to us.
- 2.6 If you spend less than the whole of the Grant on the Project, you will (and we may demand that you will) return the unspent amount to us promptly. If the Grant part-funds the Project you will (and we may demand that you will) return the appropriate share to us promptly.
- 2.7 You will acknowledge the Grant publicly as appropriate and as practical. You will follow PtC branding and publicity guidelines at all times. You will acknowledge PtC support in any published documents or in any digital media that refers to the Project and/or that covers the period of the delivery of the

Project, including accounts and public annual reports and returns, or in written or spoken public presentations about the Project.

- 2.8 You accept that we will publicise the Grant, the Project and any individual project as we require and that we can carry out any form of publicity and marketing to promote the award of the Grant as we see fit. You also accept that we may share information about the Grant and the Project with any persons or organisations of our choice, taking into account the confidentiality/vulnerability of your service users as appropriate. You agree to do whatever we reasonably require in order to give effect to this Clause.
- 2.9 You accept that we may share information about the Grant, the Project and any individual project with any persons or organisations of our choice.
- 2.10 You will tell us promptly about any changes to information you have provided to us.
- 2.11 In your management of all personal data you will meet the requirements of the Data Protection Act 1998 and ensure that you have obtained relevant consents for personal data to be shared with our agents and the other organisations with which we work.
- 2.12 You agree to comply with all laws regulating the way you operate, the work you carry out, the staff you employ or the goods you buy. You will ensure that you have an equal opportunities policy in place at all times, to help compliance with all relevant laws and good practice whilst the Grant Agreement remains in force. You will obtain all approvals and licences required by law or by us.
- 2.13 If the Project involves work with children, young people or vulnerable adults ("**vulnerable people**"), you agree to take all reasonable steps to ensure their safety. You will obtain the written agreement of the legal carer or guardian before having any direct contact with vulnerable people and take responsibility for any necessary Disclosure and Barring Service (DBS) checks.
- 2.14 If you are a charity, if required to do so by the law you will register with the Charity Commission.
- 2.15 You will be available for meetings with us and allow us or those acting for us or the Comptroller and Auditor General ("CAG"), his or her staff at the National Audit Office and agents and advisers, full and free access to your records and any of your offices or buildings and produce such oral or written explanations as we or the CAG considers necessary.
- 2.16 You will maintain adequate insurance at all times and if asked, will supply copies of the insurance policy to us. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets we have funded.

3. Your organisation

- 3.1 You confirm to us that you are not subject to any contractual restrictions which may prevent you from meeting your obligations in connection with the Grant.
- 3.2 You will not do any of the following without our prior written consent:

- 3.2.1 changing your governing document concerning your objects, payments to members and members of your governing body or the sharing out of your assets (whether your organisation is dissolved or not); or
 - 3.2.2 charging your business, assets, properties or undertakings in favour of any other body; or
 - 3.2.3 disposing of all, or substantially all, of your business, assets, properties or undertakings; or
 - 3.2.4 changing the key personnel involved in the delivery of the Project.
- 3.3 You will write to us immediately if any legal claims are made or threatened against you which would adversely affect the delivery of the Project during the period of the Grant (including any claims made against members of your governing body or staff concerning the organisation).
- 3.4 You will tell us in writing immediately of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by any regulatory body.

4. The Grant

- 4.1 If any of the Grant is to buy, individually or as a series of purchases, equipment or other capital assets or to pay for professional or sessional staff services you will use reasonable endeavours to obtain competitive quotes to show you have obtained value for money. You will keep all receipts and invoices and send them to us if we ask for them. You will comply with all applicable laws, statutes and regulations relating to procurement, bribery and corruption.
- 4.2 You will keep all assets funded by the Grant safely and in good repair and condition and will make sure you have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be your responsibility. If the asset is damaged, destroyed or stolen, you must tell us in writing and you must repair or replace it as soon as reasonably practical.
- 4.3 You will provide an annual statement that the assets paid for in part or full by the Grant are still held and insured by you. You will not sell, give away or borrow against the assets paid in part or full by the Grant without first receiving our written consent beforehand. As your Grant has come from public funds, you understand and accept that if we provide written consent we may require that the sale is at full market value and/or subject to conditions requiring you to repay all or part of the money you receive.

5. VAT

- 5.1 You acknowledge that the Grant is not consideration for any taxable supply for VAT purposes by you to us. You understand our obligation does not extend to paying you any amounts in respect of VAT in addition to the Grant and that the Grant made by us is inclusive of VAT.
- 5.2 You agree to repay us immediately any VAT you recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the Grant.

- 5.3 You will notify us immediately if any irrecoverable VAT claimed under the Grant becomes recoverable. You will keep proper and up to date records relating to VAT and you will make such records available for us to look at and give us copies promptly when requested.
- 5.4 If we have funded all of the VAT costs for your Project, you agree to refund immediately all of the VAT you recover to us.
- 5.5 If we have funded a proportion of the VAT costs for the Project, you agree to refund immediately the same proportion of the VAT recovered to us.

6. Your annual report and accounts

- 6.1 You will show our Grant and related expenditure as a restricted fund under the description '*Crowdfunder Power to Change Grant*' in your organisation's annual accounts. If you have more than one restricted fund, you will include a note to the accounts identifying each restricted fund separately. If you have more than one grant from us, you will record each grant separately in the notes to the accounts. You will identify unspent funds and assets in respect of the Grant separately in your accounting records.
- 6.2 You will send us a copy of your annual accounts promptly upon request.
- 6.3 You will keep proper and up to date accounts and records, including personnel and payroll records for staff funded by us, for at least seven years after the termination of your Grant, which show how the Grant has been spent. You will make these financial records available to us to look at and give us copies should we request them.
- 6.4 You will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.
- 6.5 You shall comply and facilitate our compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to yourself and us.

7. Monitoring

- 7.1 You will monitor the progress of the delivery of the Project and complete such reports (and at such times) as we may require using the forms we send you.
- 7.2 You will update us on progress of the Project on request and send us any further information we may reasonably ask for (and in such form as we may reasonably ask for) from time to time about the Project or about your organisation and its activities. We may use this information to monitor the Project and evaluate our grant funding.
- 7.3 You will complete a final report about the Project using the form we send you. You understand that the Grant monitoring is complete only after you have completed this report and we have received evidence of expenditure of the Grant for the length of the Grant Agreement to our satisfaction.
- 7.4 You will inform us immediately in writing of anything that significantly delays, threatens or makes unlikely the Project's completion.

- 7.5 You will inform us immediately in writing if there is to be any variation to or decrease in the Project's outcomes.
- 7.6 You shall on request provide us with such further information, explanations and documents as we may reasonably require in order for us to establish that the Grant has been used properly in accordance with the Grant Agreement.
- 7.7 You shall permit any person authorised by us such reasonable access to your employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating your fulfilment of the conditions of the Grant Agreement and shall, if so required, provide appropriate oral or written explanations for them.
- 7.8 You and all officers, employees, agents and other persons engaged or consulted by you in connection with the Project will not be in a position where there is a conflict of interest. You are required to put in place procedures to avoid any conflict of interest (including those arising in the provision of goods and services, or the employment of staff, required to deliver the Project).

8. Payment of grant

- 8.1 Your grant will be paid once your crowdfunding campaign has closed successfully and any due diligence checks have been completed.
- 8.2 If we ask you to do so, you will open a separate and designated bank or building society account for the sole purpose of receiving and administering the Grant. You will provide us with the bank or building society statements when asked.
- 8.3 We will pay the Grant by electronic transfer into a UK-based bank account or building society account in your name, which requires the signatures of at least two authorised people for every withdrawal.
- 8.4 You must take up the Grant within two months of the date of the Grant Agreement; otherwise it will automatically lapse, unless we agree in writing to an extension.
- 8.5 We will normally make a single payment in advance unless we notify you otherwise.
- 8.6 If we are not satisfied that you have met all the terms of the Grant Agreement, or we require extra information or documents, we may postpone payment of the Grant until we decide that the terms are met or until we receive the information we want.

9. Length of the Grant Agreement

- 9.1 The Grant Agreement remains in force for whichever of these is the longest time:
 - 9.1.1 one year from the date your crowdfunding campaign closed:
 - 9.1.2 as long as any part of the Grant remains unspent;

- 9.1.3 as long as you are in breach of any of the terms and conditions of the Grant Agreement (this includes any outstanding reporting on Grant expenditure or Project delivery).

10. You understand that

10.1 We can only guarantee payment of the Grant as long as funds from the Power to Change are available to us and we continue to operate.

10.2 We may suspend, withhold payment of the Grant or demand repayment of all or part of the Grant at our absolute discretion in any of the following circumstances:

10.2.1 you fail to meet any of the terms and conditions of the Grant Agreement, or the terms and conditions attached to any other grants from us for which a grant agreement is still in force;

10.2.2 any warranty, representation or statement made or deemed to be made by you in the Grant Agreement, in your application, in your business plan or any other document that forms part of your application is or proves to have been incorrect or misleading when made or deemed to be made;

10.2.3 you completed your application fraudulently, dishonestly, incorrectly or misleadingly;

10.2.4 you or any other person or organisation operating for you gave us any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Grant Agreement;

10.2.5 members of your governing body, volunteers or staff of any organisation involved in the delivery of the Project, act at any time during the Project fraudulently, dishonestly or negligently or in any way, directly or indirectly, to your detriment or to the detriment of your organisation or the Project or to the detriment of our reputation;

10.2.6 your organisation, members of your governing body, employees or volunteers, or of any organisation involved in the delivery of the Project, are subject to an investigation or formal enquiry by any regulatory body;

10.2.7 you receive duplicate funding from any other source for the same or any part of the Project;

10.2.8 there is a significant change of purpose, ownership or recipient, either during the delivery of the Project or within a reasonable period after its completion, so that we judge that the Grant is unlikely to fulfil the purpose for which we made it;

10.2.9 you transfer any of your business, assets, properties or undertakings to, or merging or amalgamating with, any other body, including a company set up by you;

10.2.10 at any stage of the application process or during the period of the Grant Agreement you do not let us have information that would affect our decision to award, continue or withdraw all or part of the Grant;

10.2.11 you are or become legally ineligible to hold the Grant;

10.2.12 we have reasonable grounds to believe that it is necessary to protect public money from mismanagement or fraud;

10.2.13 there is a material change to your legal status, ownership or control;

or

10.2.14 you cease to carry out the activities which were, at the date of the Grant Agreement, your principal activities.

- 10.3 We may withhold or demand repayment of all or any of the Grant if it is likely that your organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or you are about to make an arrangement with your creditors.
- 10.4 If we demand repayment of all or any part of the Grant pursuant to the Grant Agreement, the Grant or that part of it so demanded shall become immediately due and repayable whereupon you shall immediately repay the Grant or that part of it so demanded.
- 10.5 You may not assign or transfer all or any part of the Grant or the Grant Agreement or any rights under it to another organisation or individual, unless you have entered into an agreement which must have been authorised by us in writing, permitting you to work with another organisation in delivering the Project. We may freely assign or transfer all or any part of the Grant or the Grant Agreement or any rights under it to any of our successors.
- 10.6 You will ensure that no other organisation or individual acquires any third party rights under the Grant Agreement.
- 10.7 You acknowledge that the Grant comes from public funds and you will not use the Grant or accept the Grant and any other public funding in a way that constitutes unapprovable State Aid. In the event that it is deemed to be unapprovable State Aid, then you will repay the portion of the Grant which is State Aid immediately.
- 10.8 Except to the extent required by law, rule or regulation or where disclosure is expressly permitted elsewhere in the Grant Agreement, you shall treat our confidential information as confidential and safeguard it accordingly and not disclose our confidential information to any person without our prior written consent.

11. General

- 11.1 Any variations to this agreement shall not be valid unless agreed in writing between the parties.

- 11.2 Both parties agree that any notice or communication to be given under this agreement must be made in writing. We will assume any notice has been received two working days after the date it was posted. We will also assume that any notice given electronically shall be deemed to have been received at the beginning of the next working day, so long as a confirmation of sending receipt is received.
- 11.3 This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement. No counterpart shall be effective until each party has executed at least one counterpart.
- 11.4 This agreement and all disputes and claims arising out of or in connection with it or its subject matter or formation (including non-contractual claims and disputes), will be governed by, and construed in accordance with the laws of England and Wales.

You should indicate acceptance of the Standard Terms and Conditions by ticking the relevant box on the Community Business Crowdmatch application form on the Crowdfunder website.