

## Terms and Conditions

**NOTE: You must read these funding conditions in full**

**If your application is successful you will be required to accept these funding conditions in order to be entitled to any GLA Funding (as defined at clause 2 below) and in so accepting You agree that, You are a party to a legally binding funding agreement with the GLA governing the contractual relationship between You and the Greater London Authority. These funding conditions are non-negotiable.**

- A. THE GREATER LONDON AUTHORITY** whose principal offices are at City Hall, The Queen's Walk, London, SE1 2AA ("GLA"); and  
**B. any successful applicant for GLA Funding ("You").**

hereby agree to the following funding conditions which govern the provision, use and requirements relating to any GLA pledge made through Crowdfunder Limited.

1. A proportion of the Funding must be spent on two items from the Back to Business Toolkit, and approved in advance by the GLA. In the event that You wish to spend the funding on different items from the Back to Business Toolkit to those already approved, You must obtain prior written consent from the GLA.
2. Subject to Your compliance with these funding conditions, the GLA shall, pay You sums that shall not exceed five thousand pounds sterling (£5,000) in aggregate (the "Funding"). This shall be in the form of match funding depending on how much You raise via your Crowdfunder campaign, so may be less than £5,000 depending on how much You raise. Where, at any point in the opinion of the GLA, You are in breach of Your obligations in these funding conditions, the GLA shall be entitled to reduce, suspend, withhold and/or require re-payment of the Funding.
3. You must comply fully with these funding conditions, and any clarification or guidance issued from time to time by the GLA or Crowdfunder acting on its behalf. In particular You shall:
  - a) agree in writing in advance with the GLA any changes to any of the Objectives you chose from the Back to Business Toolkit;

- b) establish, implement and utilise effective monitoring and financial systems, so that as a minimum the costs funded by the Funding can be clearly identified and the propriety and regularity of all payments and handling of the Funding are ensured;
  - c) notify the GLA of the monitoring and financial systems in place, and comply with the GLA's reasonable requirements for these systems;
  - d) notify the GLA immediately if any financial irregularity in the use of the Funding is suspected, and indicate the steps being taken in response. Irregularity includes (but is not limited to) any fraud, impropriety, mismanagement or use of the Funding for anything other than approved in these funding conditions and appendices to it;
  - e) notify the GLA immediately if any other financial irregularity is suspected, and indicate the steps being taken in response;
  - f) notify the GLA immediately if You are Insolvent (as defined at Clause 17 below), or have no reasonable prospect of avoiding Insolvency in the future;
  - g) keep a record of all expenditure incurred in meeting the Objectives together with full supporting evidence and Additional Funding (as defined at Clause 13 below) received, and You shall deliver to the GLA a report setting out a detailed analysis of how the Funding has been spent, with such report to be delivered within three months of the completion of your crowdfunding campaign and approved by the GLA within 30 days of its receipt. All evidence of expenditure incurred such as original invoices, receipts, timesheets and other relevant documents must be kept for at least 6 years after the date of these funding conditions ;
  - h) make all relevant documents available and provide access at any time for:
    - i) inspection visits and scrutiny of files by GLA or anyone nominated by the GLA and
    - ii) an external audit and review of the Objectives and of financial appraisal and monitoring systems.
4. You must ensure that, where appropriate, publicity is given to the fact that the GLA is financially supporting You in the Project and the Objectives. You must comply with any guidance on publicity given by the GLA and all publicity referring to the GLA, the Mayor of London and/or any third party partner or sponsor of the GLA shall be subject to the prior approval of the

GLA. We encourage you to use your Pay It Forward London URL in any promotional activity undertaken as part of the Project.

5. You must ensure that the GLA's logos are used in any marketing activities undertaken in respect of the Project, including all fliers and posters. You should also incorporate the GLA's logos into the credits of each film that is produced as part of the Project. You must also ensure that You use such other logos specified by the GLA in marketing the Project and incorporate the same into the credits of each film that is produced as part of the Project.
6. In acknowledging the GLA's grant of the Funding, You must comply with any guidance on publicity provided by the GLA in respect of the use of the GLA logos and/or any logos of any third party partner or sponsor of the GLA and ensure that any use of the GLA logo or any third party partner or sponsor of the GLA is approved by the GLA in writing in advance of its use.
7. If the funded project includes and/or any part of the GLA Funding is used directly or indirectly to purchase or develop any items in which intellectual property rights (which include: any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention and discovery) exist then You shall take all necessary steps to protect such rights and hereby grant (and where such rights are owned by a third party procure the granting by such owner of) a perpetual, royalty-free license to the GLA to use the same for the purposes related to, and connected with, any policies, initiatives and campaigns, and related to, or connected with, the GLA's discharge of its statutory duties and powers.
8. You must not do anything that may (in the opinion of the GLA) place the GLA, its third party partners and/or sponsors in disrepute or harm the GLA's reputation and/or that of third party partner or sponsor of the GLA.
9. You will be liable for and indemnify and keep indemnified the GLA against any loss or damage incurred and any injury (including death), suffered and all actions, costs, demands, proceedings, damages, charges and expenses whatsoever arising in connection with the management (including financial management) and carrying out of the Project and the Objectives to the extent that such actions, costs, demands, proceedings, damages, charges and expenses are due to Your negligence or default in carrying out the obligations as set out in these funding conditions and appendices to it.
10. The GLA may at its sole discretion terminate this Agreement at any time whether for breach or convenience by giving two weeks' written notice

and in the event of such termination the GLA shall not be obligated to make any further payments of the Funding.

11. You must ensure that your organisation, all sub-grantees, suppliers, sub-contractors and anyone else acting on Your behalf, complies with all laws for the time being in force in England and Wales including, for example (without limitation) the provisions of Bribery Act 2010 and all money laundering legislation any guidance issued by the Secretary of State under the same (whether or not so obliged expressly by that act or such guidance).
  12. You must ensure that You maintain in force policies of insurance with an insurance company of long-standing and good repute in respect of public liability and such other insurance as may be required in order to comply with Your obligations set out in this letter and appendices to it.
  13. You must ensure that Your organisation and anyone acting on Your behalf:
    - a) complies with all laws for the time being in force in England and Wales;  
and
    - b) without prejudice and in addition to Clause 13a:
      - i) comply with all relevant enactments in force from time to time relating to discrimination in employment and the promotion of equal opportunities;
      - ii) acknowledge that the GLA is under a duty under section 149 of the Equality Act 2010 to demonstrate it has paid due regard to the need to:
        - 1) eliminate unlawful discrimination and harassment;
        - 2) advance equality of opportunity between groups who share protected characteristics (including include: age, race, gender, disability, religion or belief, sexual orientation, gender reassignment) and those that do not, in particular, minimise disadvantage suffered by such groups; taking steps to meet the needs of such groups that are different from the needs of others; encouraging such groups to participate in activity in which their participation is disproportionately low; and
        - 3) foster good relations between people who share a protected characteristic and those that do not,
- and in undertaking any activity concerning the Project, assist and cooperate with the GLA where possible in satisfying this duty;

c) assist and co-operate with the GLA where possible in respect of the GLA's compliance with its duties under Clause 11b(ii);

d) meet the requirements of the GLA's related policies, including (without limitation) the GLA's Child Policy and Protection Procedures in place from time to time; and

e) shall ensure that Your employees, contractors, servants, agents and/or sub-contractors undertake the Project and comply with Your obligations under this letter of agreement in manner which enables the GLA to comply fully with its duties under Part 5 of the Counter-Terrorism and Security Act 2015 and which sets out a duty for specified authorities (and their grant recipients) to have due regard to the need to prevent people from being drawn into terrorism.

13. For the avoidance of doubt both the GLA and You acknowledge and agree that Your Project costs exceed the Funding and that the GLA shall not provide any additional funding and shall not be liable for any sums in excess of the Funding provided under these funding conditions irrespective of any increase in Your funded project costs.

14. The GLA may at its absolute discretion reduce, suspend or withhold the GLA Funding, or require all or part of the GLA Funding to be repaid if:

a) You fail to deliver the Project or meet the Objectives and/or the delivery of the Project is reasonably adjudged by the GLA to be unsatisfactory;

b) there is a substantial change to the Project or the Objectives which the GLA has not approved, or any attempt is made to transfer or assign any rights, interests or obligations created under these funding conditions or substitute any person in respect of any such rights, interests or obligations, without the prior consent in writing of the GLA;

c) any information provided in the application for funding or in a claim for payment or in subsequent or supporting correspondence is found to be incorrect or incomplete to an extent which the GLA reasonably considers to be material;

- d) You fail to comply with these funding conditions;
  - e) Your composition, ownership or control changes, or You become Insolvent or are dissolved in any way;
  - f) any other circumstances (which in the reasonable opinion of the GLA) significantly affect Your ability to deliver the Project and/or meet the Objectives or result in or are in the reasonable opinion of the GLA likely to lead to the Project and/or the meeting of the Objectives as approved not being completed;
  - g) any of the events referred to in Clauses 3d, e or f occur;
  - h) insufficient measures are taken by You to investigate and resolve any financial irregularity or the GLA reasonably concludes the Funding is at risk of being misapplied; and/or
  - i) there are any other reasons why in the reasonable opinion of the GLA the Project is being carried out in such a way as to conflict with the objectives of the GLA or bring the GLA into disrepute.
15. You shall notify the GLA immediately and provide the GLA with a full written explanation, if any of the circumstances in Clause 14 above arise.
16. If the GLA becomes entitled to exercise its rights under Clause 14 it may nevertheless decide not to exercise those rights, or not to exercise them to the fullest extent possible, or to delay in exercising those rights. Any decision not to exercise the GLA's rights under Clause 14, or to exercise them only partially or to delay in exercising them, may be made on conditions which will be notified to You provided always that any such decision by the GLA shall not prevent the subsequent enforcement of any subsequent breach of that provision, and shall not be deemed to be a waiver of any subsequent breach of that or any other provisions.
17. "Insolvent" means:
- a) where You are an individual (or if more than one individual than any one of them):
    - i) the subject of a bankruptcy petition;
    - ii) is the subject of an application for an interim order under Part VIII of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002;

- iii) enters into any composition, moratorium or other arrangement with Your creditors, whether or not in connection with any proceeding under the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002; and
- b) where You are a body corporate (or if more than one body corporate than any one of them):
- i) a proposal for a voluntary arrangement is made under Part 1 of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your directors resolve to make such a proposal;
  - ii) a petition for an administration order is presented under Part II of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or Your directors resolve to present such a petition;
  - iii) a receiver (including a receiver under section 101 of the Law of Property Act 1925 or manager or administrative receiver of Your property (or part of it) is appointed;
  - iv) a resolution for Your voluntary winding up is passed under Part 1V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a meeting of Your creditors is called for the purpose of considering that You be wound up voluntarily (in either case, other than a voluntary winding up whilst solvent for the purposes of and followed by a solvent reconstruction or amalgamation);
  - v) a petition for Your winding up is presented to the court under Part IV or by virtue of Part V of the Insolvency Act 1986 as amended by the Insolvency Act 2000 and the Enterprise Act 2002 or a resolution is passed that You be wound up;
  - vi) an application is made under section 895 of the Companies Act 2006 or a proposal is made which could result in such an application;
  - vii) entry into or a proposal to enter into any arrangement, moratorium or composition (other than any referred to above) with Your creditors; or
  - viii) Your dissolution or removal from the Register of Companies or Your ceasing to exist (whether or not capable of reinstatement or reconstruction).

18. For the purposes of Clause 19:

- a) **“Agreement Information”** means (i) these funding conditions in their entirety (including from time to time agreed changes hereto) and (ii) data extracted from any information which relates to any claims made by You for Your use of the Funding; and
- b) **“Transparency Commitment”** means the GLA’s commitment to publishing its agreements, contracts, tender documents and data from invoices and claims received in accordance with the Local Government Transparency Code 2015 and the GLA’s Contracts and Funding Code.

19. You acknowledge and agree that the GLA:

- a) is subject to the Transparency Commitment and accordingly, and hereby give Your consent for the GLA to publish the Agreement Information to the general public; and
- b) may in its absolute discretion redact all or part of the Agreement Information prior to its publication. In so doing and in its absolute discretion the GLA may take account of the exemptions/exceptions that would be available in relation to information requested under the Freedom of Information Act 2000. The GLA may in its absolute discretion consult with You regarding any redactions to the Agreement Information to be published pursuant to this Clause 19. The GLA shall make the final decision regarding publication and/or redaction of the Agreement Information.
- c) must follow the:
  - (i) Data Protection Act 2018, Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
  - (ii) Directive (EU) 2016/680 (the Law Enforcement Directive);
  - (iii) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
  - (iv) Privacy and Electronic Communications (EC Directive) Regulations 2003;
  - (v) the Freedom of Information Act 2000; and
  - (vi) the GLA’s data protection policy and Freedom of Information policy, which is available from our website at [www.london.gov.uk](http://www.london.gov.uk); and



d) may use Your project material and the other information You submit to us via the Crowdfunder platform, including any personal information, for the following purposes.

(i)(a) To decide whether to make a pledge.

(i)(b) To provide copies to other individuals or organisations who are helping the GLA to assess and monitor support. After the GLA reach a decision, it may also tell them the outcome of Your application and, if appropriate, why the GLA did not make a pledge.

(i)(c) To hold in the GLA's databases and use for statistical purposes and to contact You in relation to your project and Crowdfunder Limited.

(i)(d) If the GLA makes You a pledge, it will publish information about You relating to the activity it is funding, including the amount of the GLA Pledge and the activity it is for. This information may appear in the GLA's press releases, in its print and online publications and in the publications or websites of any partner organisations who have funded the activity with the GLA. The GLA may use any photographs You have uploaded and You hereby consent to this and to the waiver of any rights associated with images provided.

(ii) You have read and understood the GLA data protection and freedom of information policies and accept how the GLA generally plan to treat Your application and other related information if someone asks to see it under the Freedom of Information Act 2000.

20. You will also be asked to complete a short questionnaire about your project and crowdfunding experience, one before your campaign completes and one 6-8 weeks afterwards. You may also be asked to take part in a short interview about your experience of the fund. You agree for your contact details to be passed on to us for this purpose and to supply any information requested in a timely manner.

21. Pledges from the Mayor's Back to Business Fund will only be made where they are compatible with State Aid legislation. These funds are being offered as de minimis aid, and any businesses supported will need to confirm that they have not been in receipt of other de minimis aid that would result in their business exceeding the EU threshold of €200,000 over a rolling three-year period.

**By clicking "I agree & accept this pledge" You acknowledge Your acceptance of and agreement to these funding conditions".**







