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## Sustainable Hertfordshire Fund - Terms and Conditions

### Introduction

These terms govern your participation in the Sustainable Hertfordshire Fund via Crowdfunder under which your project receives funding from Hertfordshire County Council. References to “We” and “us” refer to Hertfordshire County Council (the council). “You” refers to your organisation for which you are applying for funding.

- Projects registered on Crowdfund Hertfordshire as ‘all or nothing’ schemes are preferred for The Sustainable Hertfordshire fund support.
- Monies pledged will only be released if the full (100%) fundraising target is reached, and once the council’s terms and conditions have been accepted.
- Before applying it is recommended that you discuss your eligibility for funding with Hertfordshire Community Foundation (HCF) who are acting on behalf of Hertfordshire County Council.
- Hertfordshire County Council seeks to distribute funding in an even-handed way across the area of Hertfordshire it administers and reserves the right not to make a funding pledge or to fulfil a pledge to a particular project.
- Hertfordshire County Council may request additional information and assurances, or terms and conditions to apply, and will require you to confirm in writing your acceptance of any additional terms and conditions before agreeing to provide match funding. Your acceptance can be in the form of agreeing to the terms and conditions on the application form.

You confirm that:

- A. If you are a voluntary organisation, you are authorised to apply for Hertfordshire County Council match funding and sign on behalf of the above named organisation and that any funding will not benefit any individual or for private profit business and will only be used for the purposes specified in the Application.
- B. This match funding will be used within a year of the funds being awarded (unless otherwise stated by HCF) and any unspent/uncommitted monies will be returned to Hertfordshire County Council promptly without proof of purchase or commitment.

- C. You will provide Hertfordshire County Council with an evaluation of how the funding has benefitted the organisation/local community within 1 year of receiving the funds (see 'Evaluation' below). You acknowledge and understand that approval of any match funding relating to this application does not commit the council to ongoing future funding.
- D. This project serves communities within the council's administrative area of Hertfordshire, with at least 75% of the people benefiting from the project living or working in that area.
- E. It is noted that any council match funded project will clearly acknowledge, in any related publicity, the Fund Scheme as a Hertfordshire County Council initiative (see 'Branding and Recognition' below).
- F. Hertfordshire County Council cannot be held liable for any adverse incidents relating to the use or receipt of this funding. It is the responsibility of the beneficiary organisation to assess any related risks and to put in place mitigative actions.

## Eligibility criteria

You confirm that your organisation meets the eligibility criteria for the Fund. The eligibility criteria form part of these terms and conditions.

## Fees

Crowdfunder will charge the following fees on pledges to your project. This will be deducted from the pledges before they are transferred to you:

	Platform fee	Transaction fee
Crowd pledges	The platform fee set out on Crowdfunder's <a href="#">fees page</a> (which depends on your project type)	The transaction fee set out on Crowdfunder's <a href="#">fees page</a> (which depends on your project type)
Pledge from the Fund	5% + VAT	

## Claiming your Funding

You must set up a wallet with Crowdfunder's third party payment services provider, Mangopay via the Crowdfunder platform.

You must draw down your funding through Crowdfunder within 3 months of the successful completion of your crowdfunding campaign. Any Funding not drawn down after 3 months will be deemed unspent and returned to Hertfordshire County Council.

## Evaluation

Upon receiving your funds, you will be sent a short monitoring form about your project. This will include confirmation that T&Cs have been followed, project summary including outcomes achieved, and may request further evidence as to how funds have been spent e.g. invoices and receipts or photos of the project. This form must be completed within 1 year of receiving the funds when all funds have been spent.

You will also be asked to complete a short questionnaire about your project and crowdfunding experience for Crowdfunder, 3 months after your project closes.

We may also request additional information throughout and after your campaign. 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.

You should maintain proper accounts for the funds received and we may ask you to provide evidence of how you have spent these funds.

## Branding and Recognition

We may wish to use your campaign details and the Funding to form part of a case study that we will publish on our website or social media platforms to show good practice and provide support to other organisations wishing to crowdfund.

## Organisational Issues

Please inform Herts Community Foundation (HCF) of any major changes to your organisation, which may include impending mergers, financial difficulties, significant loss of funding, significant changes in staffing, and/or Charity Commission/Companies House matters, change of address or contact details, via email [grants@hertscf.org.uk](mailto:grants@hertscf.org.uk).

## Additional terms

We reserve the right to withdraw, reduce, vary or withhold the funding, in whole or in part in the event of any failure to comply with these terms and conditions, Crowdfunder's [terms and conditions](#) or where the law is not being complied with. Crowdfunder may continue to review your project even after it is accepted to participate in the fund and Hertfordshire County Council reserves the right to remove a project from the fund at any time if it is identified that the eligibility criteria are not met. You will also be ineligible to receive funding if we are not satisfied that all the supporter pledges on your project are genuine pledges.

Where projects or pledges are identified as fraudulent, potentially fraudulent, or demonstrative of manipulating the pledging on a project in order to obtain match funding, this is taken very seriously. Where appropriate, the police or other relevant authorities will be informed. In addition:

- Your application for the fund will be refused and any existing commitment for funding will be withdrawn.
- Your Crowdfunding project may be cancelled, and you will be ineligible for future applications or projects.
- Action will be taken to recover funding which has been paid out.

We may, at our sole discretion, exclude any project owner, organisation, backer or user from participating in the fund.

Repayment of the fund may be required at the sole discretion of Hertfordshire County Council if you supply false information, fail to spend the money in the allotted time period and in line with your appeal, you or your organisation becomes insolvent or there are any other breaches of the conditions or eligibility criteria.