

For a more sustainable and equal society

Standard Terms and Conditions for Pebble Trust grants

Definitions

“We” “our” and “us” refer to the grant applicant(s) to be bound by these terms and conditions.

“You” and “your” refer to the Pebble Trust, a registered Scottish charity, number SC044593.

“Our organisation” means the entity representing us. This may be an individual, a limited company, a partnership or an unincorporated group.

The “Grant Agreement”, which we have accepted and signed, includes and incorporates these standard terms and conditions and the signed grant offer letter, together with any other conditions which we have agreed.

The “project” means the project for which we have applied for a grant, as set out in our application form and any supporting documents, and/ or as varied by the Grant Agreement.

1. In general

1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.

1.2 During the period of the grant we 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.

1.3 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions while the Grant Agreement remains in force.

1.4 We will ensure that at all times while the Grant Agreement is in force we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

2. The project

2.1 We will get your written agreement before making any change to the project or to its name, aims, structure, delivery, outcomes, duration or ownership.

2.2 We will start the project within six months of the date of the Grant Agreement or, if it is delayed, write to you giving reasons for the delay and asking for an extension.

2.3 We agree to use reasonable endeavours to deliver the project and complete it on time or within a revised time limit agreed with you.

- 2.4 We will not use the grant to pay for any spending commitments we have made before the date of the Grant Agreement.
- 2.5 We will tell you immediately of any offer of funding for this project from anyone else at any time during the project.
- 2.6 If we spend less than the whole of the grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you promptly.
- 2.7 We will acknowledge the grant publicly as appropriate and as practical. We will acknowledge your support in any published documents or in any digital media that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken presentations about the project.
- 2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. You may carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- 2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true, accurate and up-to-date at the time it is given, and remains true, accurate and up-to-date whilst the Grant Agreement is in force.
- 2.10 We agree to comply with all laws regulating the way we operate, the work we carry out, the staff we employ or the goods or services we buy.
- 2.11 If our project involves work with children, young people or vulnerable adults (“vulnerable people”) we will take all reasonable steps to ensure their safety. We will obtain the written agreement of the legal carer or guardian before having any direct contact with vulnerable people. We will have and adhere to an appropriate written policy to safeguard vulnerable people, including procedures to check backgrounds of all employees, volunteers, trustees or contractors who supervise, care for or otherwise have significant direct contact with vulnerable people.
- 2.12 We will maintain adequate public liability and employer’s liability insurance at all times.
- 2.13 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of claim by us in respect of copyright.

3. Our organisation

- 3.1 We will get your written agreement before:
- Changing our governing document concerning our aims, payments to members or shareholders and members of our governing body, the sharing out of assets (whether our organisation is dissolved or not), or the admission of any new members or shareholder; or
 - Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.
- 3.2 We will write to you immediately if any legal claims are made or threatened against us which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff).
- 3.3 We will tell you in writing immediately of any investigation concerning our organisation, trustees, directors, partners, employees or volunteers carried out by the Police, Office of the Scottish Regulator, HM Revenue and Customs, or any other regulatory body.

3.4 We will be available for meetings with you and allow you or those acting for you free access to our records and any of our offices or buildings.

3.5 We will let you know as soon as possible if our governing body, management committee or board of directors falls below three unrelated people.

4. VAT

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant, and that the grant made by you is inclusive of VAT.

4.2 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.

4.3 We will keep proper and up-to-date records relating to VAT, and we will make such records available for you to inspect, and give you copies promptly when requested.

4.4 If you have funded any or all of the VAT costs for our project we agree to refund the same proportion of the VAT recovered to you.

5. Our annual report and accounts

5.1 If we are required to prepare an annual report and accounts we will:

- Acknowledge your grant in our annual reports and accounts covering the period of the project.
- Show your grant and related expenditure as a restricted fund under the description "Pebble Trust Grant" in our organisation's annual accounts. If we have more than one grant from you we will record each grant separately in the accounts. We will identify unspent funds and assets bought with the grant in our accounting records.
- Send you a copy of our annual accounts as soon as they have been approved in accordance with our governing document, and in any event within ten months of the end of the financial year for each year in which we receive or make payments from the grant.

5.2 If we are not required to prepare annual reports and accounts, we will maintain records of the grant received, payments made from the grant, and any assets held which were bought using the grant, and make these available to you.

6. Monitoring

6.1 We will monitor the progress of the project and submit reports as you require, including information on the outcomes and indicators identified in the grant application.

6.2 We understand that the grant monitoring is complete only after we have completed the final report to your satisfaction and you have received annual accounts for the full period or, if we are not required to prepare annual accounts, you have received a record of the financial transactions relating to the grant.

6.3 We will inform you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

6.4 We will inform you immediately in writing if there is any variation to, or decrease in, the project outcomes.

7. Grants for salaries

7.1 If the grant is for a salary of a new post, we will provide you with details of our proposed recruitment process, including job description, salary, advertising schedule, and interview arrangements, within a reasonable time in advance of the post being advertised.

8. Grants for assets and services

8.1 If any part of the grant is used to buy, individually or as a series of purchase, equipment or other capital assets which cost over £250, or pay for professional or sessional staff services, then we will obtain competitive quotes to show we have obtained good value for money from the grant. We will keep all receipt and invoices for you to look at. If we buy a vehicle we will send you a copy of the registration documents no later than three month after the purchase.

8.2 Any assets bought using the grant will be used by us exclusively for purposes consistent with your objectives, both during and after the grant period. We will notify you immediately if this becomes impossible and we understand that if that happens you may reclaim the assets, or their value. Our final project report will include our plans for the use of any assets bought with the grant.

9. Payment of grant

9.1 You will pay the grant by bank transfer into a UK-based bank account or building society account in our name.

9.2 You will not be liable for any losses or costs (including, but not limited to, bank charges) if you do not make grant payments on the agreed date.

9.3 You will make grant payments in accordance with the offer letter.

10. Length of grant agreement

10.1 These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:

- For one year following the payment of the last instalment of the grant.
- Until the whole of the grant has been spent or repaid to you.
- Until we have met all requirements of the Grant Agreement, including reporting on project delivery.

11. We understand that...

11.1 You will not increase the grant if we spend more than the agreed budget.

11.2 You may suspend payment of the grant if you want to investigate any matters concerning the grant (or any other grants you have given us). We understand that you accept no liability for any consequences that arise from a suspension even if the investigation finds no cause for concern.

11.3 You may withhold or demand repayment of all or any part of the grant at your absolute discretion in any of the following circumstances:

- If we fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a Grant Agreement is still in force.
- If it becomes apparent that we completed the application form dishonestly, incorrectly or misleadingly.
- If we or any other person or organisation operating for us gave you any significantly misleading or inaccurate information during the application process or during the period of the Grant Agreement.

- If members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way to our detriment or to the detriment of the project or your reputation.
- If our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Office of the Scottish Charity Regulator, HM Revenue and Customs, or any other regulatory body.
- If we receive duplicate funding from any other source for the same project or any part of it.
- If we do not take positive steps to ensure equal opportunities in our employment practices and the delivery of and access to our services.
- If there is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge the grant is unlikely to fulfil the purpose for which you made it.
- If at any stage of the application process or during the period of the Grant Agreement we do not provide you with information that would affect your decision to award, continue or withdraw all or part of the grant.
- If we are or become legally ineligible to hold the grant.
- If you believe it is necessary to protect the interests of the Pebble Trust.

11.4 You may withhold or demand repayment of all or part of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration, receivership or liquidation, or we are about to make an arrangement with our creditors, or our organisation's estate is sequestered.

11.5 We may not transfer any part of the grant or this Grant Agreement or any of the rights under it to another organisation or individual, unless we have entered into an agreement which must have been authorised by you in writing, permitting us to work with another organisation in delivering the project.

11.6 We will ensure that no other organisation or individual acquires any third party rights under this Grant Agreement.

12. Additional conditions

12.1 You have the right to impose additional terms and conditions on the grant either in the offer letter and/ or if:

- We are in breach of the Grant Agreement.
- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a detrimental effect on the project or on your reputation.
- You believe such conditions are necessary or desirable to make sure the project is delivered as set out in our application or following any agreed changes.