

Project information

Culture Recovery Fund: Grants second round

Applicant name: KLUB KIDS UK

Project title: Towards July

Project number: Section 40.2

Amount requested (£): £120,809

Amount awarded (£): £120,809

Offer letter

29 March 2021

Section 40.2

Dear andrew hoyle

Offer letter

Programme: Culture Recovery Fund: Grants second round

Applicant name: KLUB KIDS UK

Project number: Section 40.2

I am writing to offer you a grant of up to £120,809 towards the costs outlined in your application to the Culture Recovery Fund: Grants second round. This offer of grant is subject to the condition noted at point 3 below. This grant will be funded by the Department for Digital, Culture, Media and Sport (DCMS) resources

Your next steps:

You must accept our current standard conditions for grants and the payment conditions and requirements listed, or our offer is not valid. A copy of our 'Standard conditions for grants' is attached on the Attachments screen, and you can also download it from our website.

You must accept this offer within two weeks of the date at the top of this page to show that you accept the current conditions of our grant offer. The grant we are offering is the maximum amount available. You acknowledge and accept that there may be a reduction in the grant and therefore the maximum amount available to you pursuant to point 3 below.

The Monitoring schedule and payment conditions screen shows how we will structure the payments for your grant.

We will pay your grant in two instalments; the first instalment will be 70% of your grant, and the final instalment will be the remaining 30% of your grant, which we will pay after you have submitted your activity report and final conditions.

When to announce your funding:

Until the public announcement date is confirmed, please do not share the outcome of your decision with any external parties.

We will let you know when we will be announcing this publicly and to update you on plans and how we will be sharing the news.

Your role in acknowledging this funding:

As a grant recipient, please do play your part in acknowledging this funding publicly. On the day of the public announcement, you can welcome this funding on your social media accounts (using #HereForCulture), on your website using the 'Here for Culture' logo, and in your newsletters. Alongside this, we encourage you to alert your local media outlets of the news (for example through a press release).

What we'll send you soon:

When we contact you with a publication date, we will send you logos and useful wording to help you with this work. We will also send you a link to a survey to ask you some more questions that will help us, and you, make the very most of this announcement by making sure this good news travels far and wide.

Working with DCMS:

In receiving this funding you are agreeing to share the data in your application with the communications teams at Arts Council England and the Department for Digital, Culture, Media and Sport (DCMS), and you are providing your consent for them to contact you to discuss potential communications opportunities that will raise awareness of your organisation, the work you are doing, and this investment.

DCMS will also publish details of your award, such as your organisation's name, total award amount offered, and any other publicly available information.

1. Accepting your grant

Accepting your grant is done online by working through the 'offer letter acknowledgement' workflow. At the bottom of this screen you are asked to confirm that you have read the offer letter. On the following screens you will then view your Monitoring Schedule and Payment Conditions, our Terms and Conditions and bank details form. You will need to complete the declaration stating whether you accept this offer of a grant. Once you press 'submit' on the final screen, your acceptance will be sent to us to review, and will be your formal and legal acceptance of the grant and the terms and conditions that apply to it.

If you do not accept this offer within two weeks from the date we issued it, it will no longer be valid.

2. Receiving your first payment

Once you have accepted our offer and sent us your bank details, you will need to request your first payment. You will be able to view this payment request task in your 'Submissions' area once we have reviewed your acceptance.

To receive your first payment, you must:

- Submit your 'Payment request #1'

3. Condition relating to the Coronavirus Business Interruption Loans Scheme (CBILS)

It is a condition of your first payment that you return a proforma to give us information about any CBILS loan(s) that you hold as at 29 March 2021. If you have already provided this information, you should still complete the proforma to reflect your position at the date of this offer. Further guidance about what you need to provide can be found in the 'Important information about your award' attachment. This information will be held and used to determine whether any reduction to your grant should be applied. Once we have reviewed this information and where a reduction is required, we will write to you to confirm the final grant award together with a revised payment schedule.

4. Managing your grant

Managing the rest of your grant is also done online. You will complete your final activity report and request payments using this online system. This process is outlined below. For full guidance on managing your grant using our online system, see the Post-decision support page on our website.

5. Reporting to us on your activity

Final activity report form and payment

After your project has finished, you need to complete a final activity report form. The link to the report will appear in your 'Submissions' area.

Your final activity report must be completed and submitted to us online within one month of finishing your activity. When you have submitted your report, you must then submit your final payment request (including information to meet any other final payment conditions we have set) so we can process your final payment.

We reserve the right to ask grant recipients for access to all their documentation relating to their activity, and therefore you should keep clear financial and project management records for us to access when required.

6. Freedom of Information

Any information we receive from you throughout the course of your grant will be subject to the Freedom of Information Act. By law, we may have to provide your information to a member of the public if they ask for it under the Freedom of Information Act 2000. For further details, see the Freedom of Information section of our website.

If you have any concerns, let us know as some information may be covered by exemptions if it is sensitive or confidential.

**We hope this support will be welcome news for your organisation at this difficult time. We will continue to do the best we can to support the arts and cultural sector over the coming months including through the continued delivery of the Culture Recovery Fund, with a further £300m allocated to this at the most recent Budget and with further details on how it will operate due to be published soon. Further information can also be found on our website:
www.artscouncil.org.uk/CRFgrants/offered**

Yours sincerely,

Section 40.2

On behalf of Arts Council England

I have read the offer letter: Yes

Monitoring schedule and payment conditions

- Please note that the dates listed refer to when we expect you to submit the information to meet the relevant conditions, and do not indicate when we will make a payment.
- After you meet all the conditions for each payment it will normally take 15 working days for us to process and release the funds.

Submission name	Due date	Required	Payment amount	Payment conditions
Payment Request #1 (Initial)	Section 40.2	Yes	£84,566	<ul style="list-style-type: none"> • Written confirmation that you will participate in a programme evaluation • A completed bank details form • Submission of a completed CBILS proforma
Payment Request #2 (Final)		Yes	£36,243	<ul style="list-style-type: none"> • A completed activity report form submitted using the online system • A statement of income and expenditure for the activity that has been certified by an independent qualified accountant (or if your organisation is a Local Authority, University or other statutory body, a qualified accountant from your internal audit function)
Activity Report #1 (Final)		Yes		

Submission details

Payment Request #1 (Initial)

Due date: Section 40.2

Required?: ☒

Submission type: Payment request

Scheduled payment amount: £84,566

Payment conditions

- Written confirmation that you will participate in a programme evaluation
- A completed bank details form
- Submission of a completed CBILS proforma

Submission details

Payment Request #2 (Final)

Due date: Section 40.2

Required?: ☒

Submission type: Payment request

Scheduled payment amount: £36,243

Payment conditions

- A completed activity report form submitted using the online system
- A statement of income and expenditure for the activity that has been certified by an independent qualified accountant (or if your organisation is a Local Authority, University or other statutory body, a qualified accountant from your internal audit function)

Submission details

Activity Report #1 (Final)

Applicant: KLUB KIDS UK

Section 40.2

Project: Towards July

Section 40.2

Due date: 16/06/2021

Required?: ☒

Submission type: Report

Attachments

Document Type	Required?	Document description	Date attached
Bank details	Yes	Bank details	13/08/2020
Terms and conditions	Yes	Terms and conditions	22/03/2021
Important information about your award	Yes	Important informa...	22/03/2021

Attachment details

Document description: Bank details

Attachment details

Document description: Terms and conditions

Attachment details

Document description: Important information about your award

Acknowledgement

On-line offer acceptance form

Programme: Culture Recovery Fund - Grants programme

Applicant name: KLUB KIDS UK

Reference: Section 40.2

Name of activity: Towards July

Do you accept the grant offer in relation to the activity named above on the terms and conditions stated in the offer letter? Yes

In receiving this offer of funding, you have acknowledged that the grant comes from public funds and the need to comply with the UK Subsidy Control regime. Please confirm:

Whether you regard the public funding to you to be Subsidy: Yes

Please tick to confirm that you are and shall continue to meet the requirements of the relevant UK Subsidy Control regime: ☒

At the date of accepting this offer, please tick to confirm you are not aware of any information which may adversely affect your compliance with the UK Subsidy Control regime: ☒

If you are acting as a representative of an organisation, by accepting this grant offer you are confirming that:

- a) You (the person accepting this offer) are authorised to accept a grant from us on behalf of your organisation.
- b) You understand that if you make any seriously misleading statements (whether deliberate or accidental) at any stage during the application process and life of the grant, or knowingly withhold any information, this could make your grant agreement invalid and you could be liable to repay any funds to us.
- c) You agree and accept that there may be a reduction in the grant and therefore the maximum amount available to you, as a result of information provided about any CBILS loan(s) that you hold as at 26 March 2021.
- d) You understand that personal data will be collected and used in accordance with Arts Council England's Privacy Notice and will be subject to our obligations under the Data Protection Law and the Freedom of Information Act.
- e) You are able to comply with our terms and conditions of grant, which are attached to this offer and are available on our website.
- f) None of the conditions for grants have been breached and that payment of this grant does not, and will not be used to, breach any of the conditions of grants.

Name: andrew hoyle



ARTS COUNCIL ENGLAND

Culture Recovery Fund: Grants

Standard terms and
conditions for grants

March 2021

Standard terms and conditions for grants

These standard terms and conditions for grants apply to all grant offers made under the Arts Council England's Culture Recovery Fund: Grants programme.

This document is important. It sets out the standard legal conditions of our grant offer to you. This is a legal document and you should ensure that you fully understand your responsibilities before accepting a grant from us.

If you have any general questions about this document, please contact our Customer Services team by emailing Enquiries@artscouncil.org.uk. However, if you need legal advice, please contact your solicitor.

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1. Definitions

- 1.1. 'You' means the person (individual) or organisation that we have given a grant to.
 - 1.2. 'We', 'us' and 'our' means Arts Council England and includes our employees and those acting for us.
 - 1.3. The 'Plan' means the Plan or activity that we have agreed to give you a grant for, as set out in your application form or proposal together with any supporting documents such as budget information, a timetable and any other documents that set out how your Plan will be managed ('the Plan Proposal').
 - 1.4. The 'Grant Agreement' includes and incorporates:
 - 1.4.1. these standard terms and conditions;
 - 1.4.2. the Offer Letter together with any additional conditions (and where applicable, any subsequent confirmation of final grant award); and
 - 1.4.3. the Plan Proposal;
 - 1.4.4. any subsequent variations of these documents that have been agreed in writing in accordance with clause 2.3 of these standard terms and conditions.
 - 1.5. The "Subsidy Control rules" means the Subsidy Control rules adopted by the UK with effect from 11pm on 31 December 2020, including Part 2, Title XI (Level Playing Field), Chapter 3 (Subsidy Control) of the 'Trade and Cooperation Agreement between the European Union and the European Atomic Energy Community, of the one part, and the United Kingdom of Great Britain And Northern Ireland, of the other part' incorporated into law by the European Union (Future Relationship) Act 2020 and, where relevant, the EU State aid rules as set out in Articles 107-109 of the Treaty on the Functioning of the European Union and associated regulations and guidelines under the Northern Ireland
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Protocol and any other applicable laws and successor legislation.

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2 The Grant

- 2.1. You acknowledge that we will not make any payments under this Grant Agreement until the Grant Agreement has been properly accepted by a board member, or equivalent authorised officer of your organisation.
- 2.2. At all times while the Grant Agreement is in force, you will ensure that your organisation is correctly constituted and regulated and that the receipt of the grant and the delivery of the Plan are within the scope of the constitution.
- 2.3. You accept that these standard terms and conditions are not negotiable, and you have no right to amend or vary the provisions of this Grant Agreement (unless with the prior written agreement of us).
- 2.4. If any of the terms of the Grant Agreement are varied in accordance with clause 2.3, you acknowledge that any variation will be deemed incorporated into the Grant Agreement from that date forward.
- 2.5. The amount of the grant is set out in the Offer Letter (and where applicable, in the subsequent confirmation of final grant award). We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for.
- 2.6. You agree and accept that the grant may be reduced in accordance with any additional condition(s) and/or requirement(s) set out in the Offer Letter and/or as directed by Government and/or as subsequently communicated to you.
- 2.7 You must accept our offer within two weeks of receiving it by accepting your grant online. If you do not accept your grant online within two weeks our offer will lapse. If you are an organisation, the Offer Letter must be accepted by someone who is authorised to sign on behalf of your organisation.
- 2.8. Your acceptance online will be deemed your signing of the Offer Letter. The Grant Agreement will come into force on the date that you accept your grant online and will be deemed the date of your Grant Agreement.
- 2.9. We will pay the grant in the instalments as set out in the Offer Letter.
- 2.10. You understand that we can only guarantee future instalments of the grant as long as funds from the Government are available to us. It is possible that the indicative amount may therefore be reduced for future instalments.
- 2.11. You must use the grant exclusively for the Plan.
- 2.12. You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must make sure that the information you hold is always true and up to date.
- 2.13. You must not use the grant for expenditure incurred before the Covid-19 pandemic affected your work.
- 2.14. You must hold any unused part of the grant on trust for us at all times.
- 2.15. You must tell us if you receive any other funding for the Plan from any other source at any time during the Plan.

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2 The Grant continued

- 2.16. If this means that you no longer need the funding from us and/or that our funding duplicates something you later receive other specific funding for (for example, through the Government's Coronavirus Job Retention Scheme), you must pay the grant or the appropriate portion of the grant back to us immediately upon demand from us.
- 2.17. If you spend less than the whole grant on the Plan, you must return the unspent amount to us promptly. If the grant part-funds the Plan, you must return the appropriate share of the unspent amount to us.
- 2.18. As the grant comes from public funds, you must account to us for any profit that you make from the Plan and we reserve the right to require you to pay back all or part of the grant.
- 2.19. If you enter into an agreement with any third party with a view to commercial exploitation of the Plan or anything related to it, you must contact us to obtain our consent. Our consent may be subject to conditions, including conditions requiring the repayment of all or part of the grant.
- 2.20. You will show the grant and related expenditure in your annual accounts under the description of "Arts Council Funding" (as a restricted fund or unrestricted fund, deriving from grant in aid as revenue grant, or as a capital grant, or from lottery funds, as directed in the offer letter).
- 2.21. If your organisation has more than one grant from the Arts Council, it 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.
- 2.22. We may impose additional terms and conditions on the grant either in the Offer Letter and/or if you are at any time in breach of this Grant Agreement and/or if we believe it is necessary to make sure that the Plan is delivered as agreed between you and us and/or we have reasonable grounds to believe it is necessary to protect public money.

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3. The Plan

- 3.1. You must get our written permission before making any changes to the Plan or to its aims, structure, delivery, outcomes, duration or ownership.
- 3.2. If we agree that you can make changes to the Plan, we may ask you to agree to additional conditions. Any agreed changes and/or additional conditions will be set out in a separate legal agreement between us and you; you should not start any new or changed activity until that agreement has been signed by both us and you.
- 3.3. You must start the Plan within two weeks of receiving the first grant payment from us.
- 3.4. You must tell us if your plans to complete the Plan, or your own ability to complete it, changes.
- 3.5. You must ensure that all records, including financial records, relating to the Plan are accurate and up to date. You must keep these records for seven years after the Plan has finished.
- 3.6. Where it is required, you must maintain adequate insurance at all times and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the grant.
- 3.7. You must give us, or any person nominated by us, access to all records relating to the Plan or other Plans funded by us upon demand, including (but not limited to) accounts and any other financial records, VAT and any other tax records. We can ask for access to these records for up to seven years after the Plan has finished.
- 3.8. You must send us any information and records that we reasonably require to monitor your Plan and how the grant is being used.
- 3.9. If it is requested as part of your Monitoring Schedule and Payment Conditions, you must provide us with a brief report on the Plan within one month of completing it, using our standard Activity report form which is held in your online account.
- 3.10. Where requested you must provide us with clear and accurate accounts that cover the period of the Plan. These accounts must follow any relevant legal requirements for accounts, audit or examination of accounts, annual reports or annual returns and must clearly show income and expenditure. **We may ask for proof of expenditure or losses.**
- 3.11. When providing this requested information to us, you must ensure that you have obtained all relevant and appropriate consents in accordance with Data Protection Legislation prior to providing such data to us.
- 3.12. You acknowledge that we may postpone payment of the grant or an instalment of the grant until we have received the materials we requested.
- 3.13. You acknowledge and accept that we may share any information provided by you with the Department for Digital, Culture, Media and Sport as we see fit.

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3 The Plan continued

- 3.14. In carrying out your Plan, you must meet all laws regulating the way you operate, the work you carry out, the staff you employ or the goods and services you buy. For example, you are responsible for getting any licences, permissions and insurances that are necessary by law.
- 3.15. You must have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant law, Government requirement and best practice. This includes, but is not limited to:
- 3.15.1. Data Protection Legislation meaning: (i) the United Kingdom General Data Protection Regulation and (ii) the Data Protection Act 2018 together with all other applicable UK laws whether currently existing, yet to be implemented, or to act as successor legislation, that regulate the collection, processing and privacy of personal data;
 - 3.15.2. following best practice in having appropriate and effective policies and procedures in place concerning equality and diversity, harassment and bullying, and in complying with those policies and procedures,
 - 3.15.3. having in place at all times and acting in accordance with appropriate and effective disciplinary, grievance and whistle-blowing policies and acting in compliance with all relevant employment law legislation,
 - 3.15.4. having an equal opportunities policy in place at all times and act at all times without distinction and in compliance with all relevant equality legislation,
 - 3.15.5. adhering to all relevant legal obligations relating to offering internships,
 - 3.15.6. ensuring that salaries, fees and subsistence arrangements are as good as or better than those agreed by any relevant trade unions and employers' associations,
 - 3.15.7. maintaining all main financial records including profit and loss accounts, management statements, personnel and payroll records for staff funded under this grant for seven years after the grant has ended. 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,

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3 The Plan continued

3.16. The following conditions apply if you or your employees, business partners, contractors or volunteers will supervise, care for or have significant direct contact (which for the avoidance of doubt includes contact by electronic and/or digital means) with a vulnerable person during the Plan:

3.16.1. 'Vulnerable person' means:

- anyone under the age of 18; and/or
- anyone who needs (or may need) community care services because of mental disability, other disability, age or illness, and who is (or may be) unable to take care of themselves or unable to protect themselves against significant harm or exploitation.

3.16.2. you must consider all the risks that may arise from your contact with the vulnerable person, and take all reasonable steps to ensure their safety. Before having any significant direct contact with the vulnerable person, you must get the written agreement of the legal carer or guardian of the vulnerable person.

3.16.3. As well as your responsibilities in clause 3.16.2, you must have and carry out a written policy and set of procedures to safeguard vulnerable people if during the Plan, your employees, business partners, contractors or volunteers supervise, care for or have significant direct contact with vulnerable people.

3.16.4. As part of these procedures you must check with the Disclosure and Barring Service (DBS) the backgrounds and disclosures of those employees, business partners, contractors or volunteers who will, during their Plan, supervise, care for or otherwise have significant direct contact with vulnerable people.

3.16.5. If you are the person having significant direct contact with the vulnerable person, you must have your background checked by the Disclosure and Barring Service (DBS) and have a clear and valid certificate readily available to provide on request.

3.16.6. You must comply with this clause 3.16 even if you are not required to do so under any child protection or care standards legislation, and whether the work is formal, informal, voluntary or salaried.

3.16.7. We cannot advise you of your legal responsibilities in your dealings with vulnerable people, and these conditions are not legal advice. If you have any queries about your obligations, we strongly advise that you seek your own independent legal advice and also contact the National Society for Prevention of Cruelty to Children **www.nspcc.org.uk/inform**

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4. Information, marketing and publicity

- 4.1. You must acknowledge the grant publicly as appropriate and as practical.
- 4.2. Where you are delivering work, you must follow our branding and publicity guidelines at all times. You will acknowledge our support and the support of the Department for Digital, Culture, Media and Sport in any published documents that refer to the Plan, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the Plan.
- 4.3. You must acknowledge our grant by following the guidelines we will provide. If you are delivering project work, you should feature the appropriate Grant award logo on all information, marketing and publicity materials relating to the activity we have agreed to fund, including printed and online material. You should also incorporate verbal and written acknowledgment of our support into your communications. You can download the Grant award logo and access full details of how to acknowledge our support at www.artscouncil.org.uk/grantawardlogo

Alternatively you can email enquiries@artscouncil.org.uk.

- 4.4. We hereby give you the permission to use the Grant award logo to acknowledge and celebrate your grant award. In using the logo you must comply with the guidelines available at www.artscouncil.org.uk/grantawardlogo, or any future versions that we notify you of.
- 4.5. We acknowledge that you will own all rights in any materials produced for or relating to the Plan and in the Plan Proposal, including any intellectual property rights. You hereby grant us a non-exclusive, worldwide, royalty-free perpetual licence to reproduce any materials relating to the Plan and the Plan Proposal as we reasonably require for marketing and publicity purposes.
- 4.6. We may also share information with other funders, Government departments, regulatory agencies, partners and others with a legitimate interest in public funding.

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5. General Conditions

- 5.1. You will exercise pay restraint for at least 18 months from the date of this Grant Agreement, where legally possible for you to do so (including, and not limited to, by imposing a pay freeze for all senior employees and a 10% pay reduction in remuneration to the pre-Covid-19 remuneration packages for employees contracted to receive above £150,000 per year).
- 5.2. The organisation will demonstrate a commitment to open up access and increase the diversity of its audiences, visitors and/or participants, as well as its organisational diversity
- 5.3. You will demonstrate a commitment to progress towards net zero greenhouse gas emissions by 2050.
- 5.4. You will demonstrate a commitment to increase educational/outreach work.
- 5.5. You will be expected to participate in any programme evaluation, and submit data as required.
- 5.6. You will be required to participate in a post-programme evaluation and to comply with proportionate reporting and monitoring arrangements.
- 5.7. You will ensure that you are at all times correctly constituted and that you can deliver the Plan under the terms of your constitution.
- 5.8. You must get our written agreement before:
 - 5.8.1. changing your governing document, (unless you are a statutory organisation) concerning your aims, payments to members and members of your governing body, or;
 - 5.8.2. sharing out of your assets (whether your organisation is dissolved or not), or;
 - 5.8.3. admission of any new members, or;
 - 5.8.4. or transferring your assets to, or merging or amalgamating with, any other body, including a company set up by you.
- 5.9. You must write to us as soon as possible if any legal claims (to include any court orders) are made or threatened against you and/or which would adversely affect your organisation or the Plan during the period of the grant (including any claims made against members of your governing body or staff concerning your organisation).
- 5.10. You must tell us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.
- 5.11. You must tell us in writing immediately of any changes that may threaten the solvency of your organisation and inform us if you propose to enter into any arrangements with any of your creditors.

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- 5.12. You acknowledge that the grant comes from public funds and confirm that the support provided shall be compliant with the Subsidy Control rules. Where applicable, the Organisation agrees that we will publish information relating to the grant and that it will keep reasonably detailed records to demonstrate compliance with the Subsidy Control rules and shall provide a copy of such records to us upon reasonable request. In the event that it is deemed to be non-compliant with the Subsidy Control rules, the Organisation will repay the entire grant (and any other sums due) immediately.
- 5.13. If you break any term and/or condition of the Grant Agreement and we do not enforce one or more of our rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce this agreement only if we tell you in writing.
- 5.14. If you break this agreement, we can choose to treat that as you breaking any other grant agreements we have with you. This will allow us to take the same actions under those agreements that we may take under this agreement, including making you pay back the grant and stopping any future payments.
- 5.15. Our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of the Plan, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 5.16. You are responsible for getting your own management, business and artistic advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support you.
- 5.17. Your grant comes from public money, so if you are planning to buy goods or services with your grant, you should always buy them in a way that will give value for money and avoids any conflicts of interest. If you are an organisation and the funding that you receive from us accounts for 50 per cent or more of your annual income then you must ensure that when you purchase goods or services you do so in line with the Public Contracts Regulations 2015 (as amended or replaced from time to time) ("**PCR**"). For contracts within the scope of Regulation 13 of the PCR the Organisation must procure in a manner compliant with the PCR and for all other contracts, procure in a manner which ensures that suppliers are treated equally, without discrimination and that any procurement process is conducted in a transparent and proportionate manner. You should seek legal advice where appropriate.
- 5.18. This grant is in response to the Covid-19 pandemic. We reserve the right to introduce new requirements and/ or additional conditions based on any further guidance given and/ or announcements made by the Government and any changing circumstances in relation to Covid-19.
- 5.19. We are not obliged to provide, and nor should you assume that we will, any further funding for the Plan after this Grant Agreement comes to an end.
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- 5.20. The Freedom of Information Act 2000 ('the Act') applies to us. This means that any information you give us could be released to any person who asks for it under the Act.
- 5.21. Visit our publication scheme at www.artscouncil.org.uk/freedom-information for more information on how Arts Council England applies the Act and our data protection policy. You must tell us if you think that any of the information should be confidential under any of the exemptions of the Act.
- 5.22. Please visit www.ico.gov.uk for information on the Act.

6. VAT

6.1. You acknowledge that the grant is not consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying you any amounts in respect of VAT in addition to the grant.

6.2. If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and you must make those records available to us and give us copies when requested.

6.3. If we have agreed to fund any or all of the VAT costs associated with your Plan and you subsequently recover any VAT, you must pay us back immediately any of the VAT that has been paid for with the grant.

7. Conditions relating to assets or goods purchased with the grant

- 7.1. During the period covered by your grant, you must not sell any assets or goods that have been totally or partly bought, restored, conserved (maintained or protected from damage) or improved with our grants unless:
- 7.1.1. you can sell them for their full current market value; and
 - 7.1.2. we have given you permission, in writing, beforehand
- 7.2. We may insist on third party rights being given to us (and in a form approved by us) under any contract that you have with contractors and consultants on most building projects.
- 7.3. If we feel it is necessary, we will take security on the freehold or leasehold interest or other asset or assets, or ask for some other appropriate form of security for your responsibilities under the terms of the grant. We may demand that you give our solicitors copies of all the documents affecting the title to the property (for example, all mortgages, conveyances, leases and so on that affect the legal rights to the property).
- 7.4. If you sell or give away assets or goods bought, restored, conserved or improved with our grants, we will be entitled to receive an appropriate share of the 'net' proceeds (the proceeds after tax and other costs of sale have been taken into account) of this for as long as these assets or the improvements have a useful economic life.
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8. Breach of these terms and conditions, and suspending or repaying the grant

- 8.1. If you fail to meet any of these terms and conditions, we may, in our absolute discretion:
- 8.1.1. require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or
 - 8.1.2. stop any future payments; and/ or
 - 8.1.3. end this Grant Agreement immediately; and/or
 - 8.1.4. take any of these actions in connection with any other grant that you may have with us.
- 8.2. We may suspend payment of the grant to investigate any matters concerning the grant (or any other grants given by us to you). You understand and accept that we will accept no liability for any consequences, whether direct or indirect, that may arise from a suspension even if the investigation finds no cause for concern.

8 Breach of these terms and conditions, and suspending or repaying the grant continued

8.3. We may withdraw the grant offer and/or terminate the Grant Agreement and/or recover the grant in our absolute discretion, if any of the following events occurs:

- 8.3.1. you close down your business (unless it joins with, or is replaced by, another business that can carry out the Plan and we have provided our prior written permission), and/or;
- 8.3.2. you make any changes to the Plan without first getting our written permission;
- 8.3.3. you use the grant for anything other than the Plan;
- 8.3.4. you do not follow our reasonable instructions;
- 8.3.5. you do not carry out the Plan with reasonable care, thoroughness, competence and to a standard that would be expected for your level of experience in your artistic practice, profession or line of work;
- 8.3.6. without first getting our approval in writing, you sell or in some other way transfer the grant, your business or the Plan to someone else;
- 8.3.7. you receive funding for the Plan, or any specific element of the Plan from another source (for example, from the Government) that duplicates the funding we have awarded;

8.3.8. you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;

8.3.9. you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;

8.3.10. you act illegally or negligently at any time, and we believe it has significantly affected the Plan, or is likely to harm our or your reputation.

8.3.11. you have not submitted a completed Coronavirus Business Interruption Loan Scheme ('CBILS') proforma by the date indicated in your Offer Letter/ first payment request;

8.3.12. the information that you have provided to us either through the CBILS proforma or otherwise confirms that the amount of unused and available CBILS loan(s) is the same or exceeds the value of the grant offered to you;

8.3.13. you have utilised the grant for the Plan where you have had funds awarded to you through the Government's Coronavirus Business Interruption Loan Scheme that have not yet been drawn down;

9. Termination of the Grant Agreement

- 9.1. These terms and conditions and the Grant Agreement remain in force for whichever of these is the longest time:
- 9.1.1. for one year following the payment of the last instalment of the grant;
 - 9.1.2. for as long as any part of the grant remains unspent;
 - 9.1.3. at the expiry of the maximum period required under the Grant Agreement for asset monitoring;
 - 9.1.4. for as long as you do not carry out any of the terms and conditions of the Grant Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or Plan delivery).

Arts Council England

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