

Transformers Grants Programme - Standard terms and conditions

Definitions

“We”, “us”, “our” – means ELBA who operate the Transformers programme with funding from the Olympic Lottery Distributor.

“You”, “your” – the organisation awarded the Grant as set out in the Grant Notification Letter.

Application – any documents or information you send us to support your request for a Grant.

Grant – the amount set out in the Grant Notification Letter.

Grant Expiry Date – the date by which you must complete the Project as set out in the Grant Notification Letter.

Grant Notification Letter – our letter confirming our Grant award to you.

Project – the purpose we have approved as set out in your Application, taking account of any changes we and you have agreed in writing up to the date of our decision to award you the Grant, and any changes that we tell you about in the Grant Notification Letter.

Property – any assets such as equipment, documents or other assets such as intellectual property rights that you buy create, or otherwise fund with the Grant.

Terms & Conditions

1. You must only use the Grant for the Project. Changes to the Project may be agreed in further correspondence with us. You cannot transfer the Grant.
2. You must not start or make any changes to the Project without our written permission.
3. We will hold back 10% of the total Grant until the end-of-grant financial and evaluation reports are delivered and approved. These reports must be delivered before the end of February 2013.
4. As well as these terms of Grant, you must follow the conditions (if any) set out in the Grant Notification Letter.
5. You must attend the Grant Induction Meeting at the specified date and time before the Grant begins and any other grant related meetings as we request.
6. You must carry out the Project in line with current best practice and to a standard appropriate to a project that is supported using National Lottery funds.
7. You must complete the Project by the Grant Expiry Date.
8. You must give us any progress reports and financial or other information and records we ask for relating to the Grant or the Project.

9. You must allow us, (or anyone we authorise) access to all relevant information. This is so that we can monitor the Project. You must also take into account any recommendations we (or anyone we authorise) make in relation to the Project.
10. You must provide a quarterly progress report and financial claim form (with receipts and invoices) every three months until the end of the Project. You must provide a final report to show that you have met the Project's outcomes.
11. If any part of the Grant is used to buy, individually or as a series of purchases, equipment or other capital assets which cost £1000 or more or pay for professional or seasonal staff services then you will obtain competitive quotes to show you have obtained value for money from the Grant. You will keep all receipts and invoices for us to look at. You will not sell, give away, or borrow against the assets, without first receiving our written consent.
12. If asked, you must also provide us with photographs or transparencies or high resolution digital images in electronic format of your Project and meet any other acknowledgement or publicity requirements we may tell you about.
13. You must get any necessary permission for us or you to use any photographs, transparencies and digital images we ask you for before you send them to us or before you use them.
14. Up to the Grant Expiry Date we will pay the Grant or any part of it to you in line with these terms of Grant and the Grant Notification Letter. However, this only applies as long as:
 - The Olympic Lottery Distributor continues to operate under the Horserace Betting and Olympic Lottery Act 2004;
 - The Olympic Lottery Distributor provides us with enough funds;
 - We are satisfied that the Project is being, and will continue to be or has been, fulfilled in line with the terms of Grant; and
 - You are spending the Grant in proportion to any other funds you receive from other sources for the Project as set out in your Application.
15. If you complete the Project without spending the full amount of the Grant, you must return the unspent amount to us immediately. We will not increase the Grant as the result of an overspend or otherwise.
16. We will stop paying the Grant and you must repay what you have received if:
17. You do not use the Grant for the Project or change the Project without getting our permission beforehand;
 - You fail to keep any of these terms of Grant;
 - You change your status, close down, are declared bankrupt or go into receivership or liquidation;
 - You have, in our opinion, given us fraudulent, incorrect or misleading information;
 - You are negligent or fraudulent in relation to the Project; or
 - Any competent authority has directed you to repay the Grant.

18. We may decide not to ask you to repay the Grant (or any part of it as we think fit), but it is for us to decide whether one of those reasons applies or not.
19. If you are a consortium or partnership of organisations then these terms of grant apply to the lead applicant.
20. These terms and conditions remain in force for one year following the payment of the Grant, or as long as any part of the Grant remains unspent.
21. You need to acknowledge National Lottery funding on any promotional material and in any publicity.

I/we acknowledge the terms and conditions set out above:

Signature: _____

Name: _____

Title: _____

Organisation: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Organisation: _____

Date: _____