

Friends of Welsh Hockey

Terms and Conditions of Grant

The approval and payment by FRIENDS of Grant Funds will be subject to the following Terms and Conditions together with variations or such other special conditions as FRIENDS may specify in writing at the time of approval

Within these Terms and Conditions the following words have the following meanings:

Grant Funds	The sum or sums stated in the Offer Letter
Recipient	The organisation or body named in the Offer Letter
FRIENDS	Friends of Welsh Hockey

1. The offer of Grant Funds is made subject to these Terms and Conditions and will be valid for acceptance, by the Recipient, for a period of 28 days from the date the offer is made

The offer will lapse automatically at the end of that period, and if funding is still required, the Recipient will need to make a fresh application

2. The Recipient must indicate acceptance of the offer by signing and dating the form of acceptance

3. The Offer Letter and these Terms and Conditions comprise the entire agreement between FRIENDS and the Recipient in respect of the Grant Funds and in the event of any conflict between the Offer Letter and the Terms and Conditions the provisions of the Terms and Conditions will prevail

4. Grant Funds (in whole or in part) will be released to the Recipient on the terms, at the times, and in the manner set out in the Offer Letter and where such release requires performance or compliance with any obligation by the Recipient, such performance or obligation must be discharged to the satisfaction of FRIENDS

5. The amount of the Grant Funds detailed in the Offer Letter is the maximum amount FRIENDS will pay for the Project

6. Grant Funds approval will not be given retrospectively

7. The Recipient shall only use the Grant Funds for the purpose set out in the Offer Letter, as amended or varied with the written consent and approval of FRIENDS

8. The Grant is made in reliance of the information given in the application form and any supplementary information given by the Recipient. Any misrepresentation, including concealment or withholding of relevant information by the Recipient shall constitute at FRIENDS discretion a failure to comply with these Terms and Conditions

9. The Recipient shall notify FRIENDS immediately if there is any change to any information provided by the Recipient to FRIENDS during the application process

10. The Recipient will agree to provide all monitoring information on the use of the Grant as requested and required by FRIENDS – failure to do so may result in FRIENDS proceeding with action to recover the amount granted plus any costs incurred by FRIENDS in relation to the grant recovery process
11. If Grant Funds are not spent for the approved purposes within the stated monitoring period from the date of approval, the unspent amount may be recovered by FRIENDS
12. If the Project has been completed for less than the amount originally budgeted, the Recipient will, if required, repay the difference
13. As a matter of good practice the Recipient shall try to obtain financial support from a variety of sources

The Recipient shall inform FRIENDS of any offer of funding for the Project at any time during the Project

14. The Recipient will supply FRIENDS with reports on the progress of the Project as and when requested together with any reports stipulated in the Offer Letter including the final report

15. The Recipient will permit FRIENDS to carry out monitoring or evaluation visits to the Project and co-operate fully with FRIENDS

16 The Recipient will ensure that all outstanding monitoring and reporting requirements in respect of the Project have been complied with, prior to submitting any future application for Grant Funds in respect of any other project. No future application will be considered if there are any outstanding monitoring or reporting requirements

17. Adequate financial records in respect of the Project will be kept and maintained and made available for inspection by FRIENDS for at least seven years after the termination of the Grant

18. Grant Funds will be acknowledged publicly as appropriate and practical

19. The Project should start within three months of the date of the Grant Funds agreement

20. Adequate insurance will be maintained at all times and if asked, copies of insurance cover will be supplied to FRIENDS

21. The Recipient agrees to meet all laws regulating the way the Recipient operates, the work carried out, the staff employed and / or the goods purchased – ensuring that an equal opportunities policy is in place and if the Project involves work with children, young people or other vulnerable groups a protection policy will be in place to comply with all relevant laws and good practice throughout the period of the Grant Funds agreement. The Recipient will obtain all approvals and licences and any profile checks required by law or by FRIENDS

22. The Recipient will provide FRIENDS with a copy of their constitution and will obtain written agreement, from FRIENDS, before amending it during the period of the Grant

23 The Recipient will inform FRIENDS if any legal claims are made or threatened against them and / or if any investigation concerning the Recipient (including trustees, directors, employees, volunteers) is carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other regulatory body during the period of the Grant

24 The Grant Funds shall become repayable by the Recipient immediately, and any obligation on FRIENDS to make further payments shall cease immediately, upon FRIENDS giving written notice to the Recipient on the occurrence of any of the following events at any time:-

- The Recipient ceases to operate
- The Recipient is declared bankrupt, or is placed into administration, a voluntary arrangement, receivership or liquidation
- The Recipient fails to apply the Grant Funds for the Project
- The Recipient fails to complete the Project within the time stipulated in the Offer Letter or otherwise within a reasonable time as stipulated by FRIENDS
- The Recipient's application form for the Grant Funds was completed fraudulently, incorrectly or misleadingly
- If at any time following acceptance of the Offer Letter, the Recipient acts fraudulently or negligently to the extent that, in the opinion of FRIENDS, such fraud or negligence has a material impact on the Project
- The Recipient breaches any of the provisions of the Grant Contract or
- There is a change in the ownership or control of the Recipient
- The Recipient receives duplicate funding from any source for the same or any part of the Project