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| --- |
| **Wandsworth Council Community and Partnerships**Town Hall, Rm162Wandsworth High StreetLondon SW18 2PU |
| Direct Line: 020 8871 6203Switchboard: 020 8871 6000E: bruce.murdoch@richmondandwandsworth.gov.uk Web:[www.wandsworth.gov.uk/wgf](http://www.wandsworth.gov.uk/wgf) Contact: Bruce MurdochOur Ref: WGF Rxx/ Your Ref: Date 1 June 2023 |

«First\_Name» «Surname»

«Name\_of\_Organisation»

«Address\_1»

«Address\_2»

«Address\_3»

«Postcode»

Dear «First\_Name»

**Wandsworth Grant Fund: Offer Letter and Grant Agreement**

I am pleased to write to your organisation, «Name\_of\_Organisation», *a* «Type\_of\_organisation»,on behalf of the Mayor and Burgesses of the London Borough of Wandsworth to inform you that a grant of **£«Grant\_award\_»** has been awarded to your organisation from the Wandsworth Grant Fund in relation to your project ‘«Project\_Name».’

**Conditions of Award of Grant**

The offer of and payment of the Grant by the Council is subject to your acceptance of the attached terms and conditions (the "**Grant Agreement**") and delivery to the Council of the following information and documents:

1. **a signed copy of this Offer Letter, signed by at least one Trustee/Director, other than the named Contact.**
2. **a signed copy of the Grant Agreement, signed by at least one Trustee/Director, other than the named Contact.**
3. any supporting documents that you referred to in your organisation's Grant Application Form **not previously provided**.

1. in any case, provide the Council confirmation of any third-party funding noted as part of the matched funding has been approved or received.
2. **a recent bank statement of no more than 3 months old** (redacted if possible), showing the name and address of the organisation and the bank/building society details, particularly the Sort Code and Account number.
3. If the Grant is a contribution towards part or all of the cost of a paid position, you must provide the Council with **confirmation of the funded post being filled and a starting date**. **Where required for the position, a DBS (Disclosure and Barring Service) number must also be provided**. If the grant is continuation funding for part or all the cost of a paid post, confirmation that the post is filled must be provided. No grant will be paid without receipt of this information.

Any appointment made to a post funded in whole or part with the Council’s grant must comply with all relevant employment legislation. Payment of the grant is only made on the condition that the post remains filled. The Council must be informed of any staff changes or if the position becomes vacant for any reason during the period of the grant funding.

All projects must start within 3 months of the Offer of the grant being accepted. If there are any delays, or interruptions to the project, the organisation must contact the Council’s Authorised Officer as soon as possible.

You must also satisfy the following **Special Conditions** (if any) to the Council's satisfaction:

*«FeedbackConditions»*

**Grant Payment**

The Grant shall be paid in one (1) instalment in accordance with Clause 8 of the Grant Agreement **only** after you have satisfied the Grant conditions above.

**Monitoring and Reporting**

To measure the success of the delivery of Grant projects, the Council needs to have information from each of the projects it supports. All organisations that receive a grant from the Wandsworth Grant Fund will need to return a completed **Project Outcome Report** (please see Schedule 2 of the Grant Agreement).

Project reports should be submitted within 30 days of the end of the project or xx xxxx xxxx, whichever is soonest. Failure not to provide a satisfactory report could make any new application made to the Fund ineligible.

Please take the time to look over these documents now to ensure you can collect the information required. You will need to complete the Project Outcome Report on completion of your Project and, if requested, at regular periods throughout your Project. The form requires you to provide information about how your Grant is being used against the budget provided for in your Grant Application Form. Please do ensure you retain all receipts and invoices, as they may be required as evidence of your Grant expenditure.

**Publicity**

You are required to acknowledge support of the Wandsworth Grant Fund in any press releases, publicity or promotional materials about your Grant funded work. Full details are available on our website [www.wandsworth.gov.uk/wgf](http://www.wandsworth.gov.uk/wgf) .

**Next Steps**

If your Organisation wishes to accept the offer of the funding on the terms set out in the Agreement then you must:

1. **sign and date the enclosed duplicate copy of this Offer Letter** and return it duly signed to the Council at the above address. If we have not received a response **within four (4) weeks** of the date of this Offer Letter, we will assume your Organisation does not wish to receive the Grant and this Offer Letter shall be withdrawn;
2. **sign and return one copy of the enclosed Grant Agreement** (the terms and conditions of which shall govern the agreement between the Council and the Organisation to the entire exclusion of all other terms or conditions);
3. **provide the required documentation** to the Council as set out at points 1. to 6. Above; and
4. satisfy the Special Conditions (if any) above.

**Contact with the Council**

Bruce Murdoch, Senior Grant Fund Development Officer (Voluntary Sector) shall be the "**Authorised Officer**" and your main point of contact in relation to the Grant and throughout the term of the Grant Agreement. Should you have any queries or require any further guidance on any aspect of this Offer Letter or the terms and conditions of the Grant Agreement, please contact him on 020 8871 6203 or brucemurdoch@richmondandwandswoth.gov.uk

I wish you well with your Project.

Yours sincerely



Melissa Watson

Voluntary Sector Partnership Manager

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**Grant Reference: WGF Rxx/**

**ACCEPTANCE: «Name\_of\_Organisation»**

**We confirm that we are duly authorised by the Organisation, and we acknowledge on behalf of the Organisation that we have read this Offer Letter and the Council’s terms and conditions and accept the offer of the Grant based on the attached Grant Agreement.**

…………………………………. …………………………………..

Signed Signed

………………………………….. …………………………………..

Name (CAPITALS) Name (CAPITALS)

…………………………………. …………………………………..

Position (Director/Trustee) Position (Director/Trustee/Authorised Signatory)

Dated …………………….. Dated ………………………...

**Dated 1 June 2023**

**The mayor and burgesses of the london borough of wandsworth**

**and**

**«Name\_of\_Organisation»**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**the GRANT Agreement**

**IN RELATION TO «Project\_Name»**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**This Agreement is dated 1 June 2023**

**Between:**

1. **The Mayor and Burgess of the London Borough of Wandsworth** of the Town Hall, Wandsworth High Street, Wandsworth, London SW18 2PU (the "**Council**"); and
2. «Name\_of\_Organisation» a «Type\_of\_organisation» registered in England and Wales number (XXXX ) with its registered office located at «Address\_1», «Address\_2» «Address\_3», «Address\_4», «Postcode» (the "**Organisation**"), together the "**Parties**".

**Background:**

1. The Wandsworth Grant Fund supports community and voluntary sector organisations and projects in the borough. This Grant is offered pursuant to the General Power of Competence contained in Section 1 of the Localism Act 2011 as the Project is considered by the Council to be likely to achieve the promotion or improvement of the economic, social and/or environmental well-being of the Borough.
2. Pursuant to and in accordance with the information provided in the Organisation's grant application form, the Council has agreed to pay the Grant to the Organisation to assist it in carrying out the project.
3. The Parties agree and acknowledge that this Agreement sets out all of the terms and conditions on which the Grant is made by the Council to the Organisation.

**It is hereby agreed:**

Interpretation and Definitions

Where used in this Agreement, the following shall have the meanings next to them unless the context requires otherwise:

|  |  |
| --- | --- |
| "**Agreement**" | the terms and conditions set out in this document, including the Schedules and the accompanying Offer Letter which are hereby incorporated into this Agreement; |
| "**Authorised Officer**" | the Council's authorised officer as identified in the Offer Letter; |
| "**Grant**" | means the sum of «Amount\_in\_words» pounds (£«Grant\_award\_») to be paid by the Council to the Organisation in accordance with the terms of this Agreement; |
| "**Grant Application Form**" | means the Organisation's application form that it submitted to the Council that forms part of this Agreement as set out at Schedule 1 (*Grant Application Form*); |
| "**Grant Officer**" | the Organisation's authorised officer appointed to manage the Project and this Agreement on behalf of the Organisation, the identity of whom the Organisation shall confirm to the Council in accordance with Clause 2.1; |
| "**Offer Letter**" | means the letter from the Council to the Organisation dated 1 June 2023 confirming the offer of the Grant; |
| "**Project**" | means the project referred to in the Grant Application Form; |
| **"Project Data"** | shall include but not be limited to:1. a summary of the total Project costs forecast and actually incurred to date;
2. receipts evidencing all outgoing expenditure to date;
3. details of any additional funding amounts secured by the Organisation in respect of the Project at the outset and throughout the term of this Agreement;
4. a copy of all complaints received and how they were dealt with by the Organisation; and
5. all audits, books, accounts and other records, information, minutes, documents and files whether in electronic or other formats; and
 |
| **"Project Outcome Report"** | means the Project Outcome Reports set out in Schedule 2 (*Project Outcome Reports*) of this Grant Agreement; |
| "**Wandsworth Grant Fund General Guidance”** | [Application pack - Wandsworth Grant Fund | Wandsworth Council](http://www.wandsworth.gov.uk/downloads/download/1745/application_pack_-_wandsworth_grant_fund) |

**THE ORGANISATION’S OBLIGATIONS**

1. **Conditions of Grant and Obligations**

2.1 Before the Council shall make any payment of the Grant, the Organisation shall:

(a) satisfy points 1. to 5. and the Special Conditions (if any) set out in the Offer Letter to the satisfaction of the Council;

(b) provide the relevant details of the Organisation's bank account into which the Council shall deposit the Grant (this must be an account for which two (2) unrelated signatories are required to sign for withdrawals from the account, and, in respect of freelance artists or similar individuals, a business account; and

(c) provide the Council with the name and contact details (address, telephone contact number and email address) of the Grant Officer,

2.2 The Organisation:

(a) warrants that it has the necessary authority, capacity and consents to enter into this Agreement and to deliver the Project, including in accordance with the Organisation's constitution and the State aid rules and regulations;

(b) confirms that it shall be able to proceed with the Project as set out in its Grant Application Form and in accordance with the terms of this Agreement within three (3) months of the date of the Offer Letter and agrees and acknowledges that the Council has the right to permanently withdraw the offer of the Grant if the Organisation is unable to meet this condition;

(c) confirms it has sufficient funding available from all sources, cash and in-kind, to complete the Project as set out in its Grant Application Form and in accordance with the terms of this Agreement;

(d) shall deliver the Project with reasonable care, skill and diligence and in accordance with the terms of this Agreement;

(e) give warnings of any serious and material concerns regarding the Project or this Agreement to the Authorised Officer as soon as the Organisation becomes aware or should have become aware of such concerns;

(f) permit the Authorised Officer or such other person as may be nominated by the Authorised Officer to inspect the provision of the Project and to interview the Organisation’s personnel and Project users in connection with the delivery of the Project

(g) shall keep clear financial and other records (including receipts) that can evidence all outgoing expenditure from the Grant and how it is spent;

(h) shall collect and monitor Project Data for the purpose of monitoring and evaluating the use of the Grant and make such Project Data available to the Council on request, including access to such Project Data at the Organisation's site;

(i) shall submit completed Project Outcome Reports in the form requested by the Council at the end of the Project and as and when required by the Council from time to time throughout the Project;

(j) shall show the Grant separately and clearly in its annual accounts as restricted funding; and

(k) will ensure that beneficiaries of the Project are aware that contact information will be shared with the Council, in accordance with the Data Protection Act 2018, for the purposes of Project audit and evaluation of the Wandsworth Grant Fund only. Beneficiaries can include project participants, users, clients, audience members, volunteers, etc.

**3.** **Use Of** **The Grant**

3.1 The Grant shall only be used by the Organisation for the delivery of the charitable Project in accordance with this Agreement, the Grant Application Form, the Wandsworth Grant Fund General Guidance and the Offer Letter.

3.2 No part of the Grant shall be used to:

(a) support any political party or to publish any material which, in whole or in part, appears to be designed to affect public support for a political party; or

(b) pay for ineligible spend items as set out in Appendix 2 of the Wandsworth Grant Fund General Guidance.

**4. Legislation**

4.1 The Organisation shall comply with and deliver the Project in accordance with (and assist the Council comply with) all laws (as amended or re-enacted from time to time) regulating the way the Organisation operates, its work practices, the work it carries out and the staff it employs (including volunteers) including but not limited to:

(a) complying with its obligation under the Data Protection Act 2018; and

(b) assist and co-operate with the Council (at the Organisation’s expense) to enable the Council to comply with its obligations under the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and any subordinate legislation made under such Act or Regulations from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

4.3 If the Project involves work with vulnerable adults, children, young people or other vulnerable groups, the Organisation shall (and shall ensure that all personnel working with or alongside vulnerable children and/or adults shall) comply with and deliver the Project and ensuring that act in accordance with in accordance with:

(a) the provisions of the Safeguarding Vulnerable Groups Act 2006;

(b) the Council's Inter-Agency Guidelines for Protecting Adults (as set out in Part A of Schedule 3); and

(c)) the protocols and procedures of the Wandsworth Safeguarding Children Board and the London Child Protection Procedures (as set out in Part B of Schedule 3).

**5. Insurance**

5.1 The Organisation shall affect and maintain appropriate insurance policies to cover all liabilities that may be incurred by the Organisation to the Council, the employees of the Organisation (employers’ liability insurance), to any other person (public liability and professional indemnity insurance if relevant). Details of such insurance shall be made available to the Council on demand.

**6. Inducement / Bribery**

6.1 The Organisation shall not offer or give or agree to give to any person any gift or consideration of any kind as an inducement or reward for doing or having done or not done any action in relation to obtaining the Grant or any other contract with the Council and ensure that no person employed by the Organisation commits any offence under the Prevention of Corruption Acts 1906 or 1916 or the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

**7.** **Relationship With** **The Council**

7.1 The Organisation shall:

(a) ensure that nothing is done or published which may bring the Council into disrepute;

(b) ensure that no member, officer or employee of the Organisation holds themselves as being the agent of the Council or enters into any contract or other commitment on behalf of the Council;

(c) acknowledge support of the "Wandsworth Grant Fund" and "Wandsworth Borough Council" whenever appropriate including in any relevant publications or literature, press releases, publicity or promotional materials produced by the Organisation. Full details of the Wandsworth Grant Fund are available on the Council's website at: [www.wandsworth.gov.uk/wgf](http://www.wandsworth.gov.uk/wgf) ;

(d) display the Council’s name or logo as a sponsoring body if requested to do so by the Authorised Officer, but shall not use the Council’s name or logo in any way except with the prior written consent of the Authorised Officer which shall be given subject to such conditions as the Authorised Officer may determine and comply with the Councils' Use of Wandsworth Grant Fund and Council logos policies and guidance; and

(e) on the expiry or earlier termination of this Agreement, remove the Council’s name and logo from all signage, promotional and other literature.

**PAYMENT**

**8. Payment Arrangements**

8.1 Subject to Clause 2.1 (*Conditions*) above, the Council shall pay the Grant to the Organisation in the number of instalments as set out in the Offer Letter by way of deposit into the Organisation's bank account notified to the Council in accordance with Clause 2.1 (*Conditions*) above.

8.2 The Council shall have the right to require all or part of the Grant to be withdrawn, reduced, varied and/or repaid within thirty (30) days of demand by the Council if:

(a) the Organisation is in material breach of any provision of this Agreement including but not limited to Clause 3.2;

(b) this Agreement terminates pursuant to Clauses 9.2 or 9.3;

(c) any part of the Grant remains unspent at the end of the Project or should the Organisation not have evidenced all outgoing expenditure relating to the Project to the satisfaction of the Council;

(d) a material misrepresentation is discovered to have been made by the Organisation in its Grant Application Form or during the application process; or

(e) as a result of any changes in the Organisation or any other applicable circumstance, the Council has reasonable grounds for believing that if the Grant or further Grant instalments are released, such monies would not be applied for the specific purpose for which the Grant was made.

**GENERAL**

**9. Term And Termination**

9.1 Unless otherwise terminated in accordance with this Agreement, this Agreement shall terminate on xx xxxx xxxx.

9.2 The Council shall have the right to terminate this Agreement immediately if the Organisation is in material breach of the terms of this Agreement or if a material misrepresentation is discovered to have been made by the Organisation in its Grant Application Form or during the application process.

9.3 This Agreement shall terminate immediately if the Organisation ceases to exist for any reason.

9.4 The rights of the Council under this Clause 9 are in addition to and without prejudice to any other rights the Council may have against the Organisation.

9.5 Upon termination of this Agreement for whatever reason it is hereby agreed that Clause 8 (Payment Arrangements), Clause 5 (Insurance), Clauses 4.1(a) and 4.1(b) (Data Protection and Freedom of Information) and this Clause 9 (Term and Termination) of this Agreement shall continue in full force and effect and be enforceable by the Council.

**10. Liability Of The Council**

10.1 The Council shall not be liable for any direct or indirect losses howsoever incurred by the Organisation (save for death or personal injury caused by the Council's negligence) upon the termination of this Agreement, from the use of the Grant or from the withdrawal (in any manner) of the Grant by the Council.

**11. Dispute Resolution**

11.1 In the event of any dispute or difference between the Parties, the Parties shall within ten (10) days of a written request from one Party to the other Party meet and use reasonable endeavours to resolve the dispute. If the dispute is not resolved at that meeting either Party may propose to the other in writing that structured negotiations be entered into with the assistance of a mediator or neutral adviser. If mediation fails, then the Parties can agree to refer the matter to arbitration and the decision reached shall be final and binding.

**12. General**

12.1 The terms of this Agreement may only be varied by the agreement of the Parties in writing.

12.2 The Organisation shall not assign or transfer or sub-contract the benefit of this Agreement or transfer any part of the Project to any other body or project without the prior written consent of the Council.

12.3 Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent or the relationship of employer and employee between the Parties.

12.4 This Agreement contains the entire agreement between the Parties with respect to the Project and may not be modified except in writing signed by duly authorised representatives of both Parties.

12.5 The Parties do not intend any provision of this Agreement to be enforceable by a third party by virtue of the provisions of the Contracts (Rights of Third Parties) Act 1999.

12.6 Notices must be served in writing:

(a) on the Council by pre-paid Recorded Delivery post or delivered by hand to the Town Hall, Wandsworth High Street, London, SW18 2PU; and

(b) on the Organisation at the latest address notified to the Council or by fax or by email provided that a confirmation of receipt is provided and the authenticity of the sender as an authorised person can be evidenced in accordance with the Council’s instructions from time to time.

12.7 This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts.

**This Agreement has been entered into on the date stated at the beginning of it.**

**Grant Reference: WGF Rxx/**

**SIGNED** by «Name\_of\_Organisation»

…………………………………… …………………………………..

Name (CAPITALS) Name (CAPITALS)

…………………………………… ……………………………………

Signed Signed

Director/Trustee Director/Trustee/Authorised Signatory

…………………………………… ……………………………………

Dated Dated

**Schedule 1**

**GRANT APPLICATION FORM – as provided by applicant**

**Schedule 2**

**PROJECT OUTCOME REPORTS**

A number of resources for Project Data collection are to be found on the Council's website for Grant recipients.

The Organisation shall submit a Final Project Outcome Report and Beneficiary Summary Report to the Council at the end of the Project and an Interim Outcome Report, as and when required, by the Council throughout the term of the Project using the following templates:

[About the Wandsworth Grant Fund - Wandsworth Borough Council](https://wandsworth.gov.uk/leisure-and-culture/volunteering/grants-for-the-community-and-voluntary-sector/wandsworth-grant-fund/about-the-wandsworth-grant-fund/)

Project reports should be submitted within 30 days of the end of the project or 30 April 2022, whichever is soonest. Failure not to provide a satisfactory report could make any new application made to the Fund ineligible.

**Please base your report on your application, making clear any changes agreed during the course of the project.**

**Schedule 3**

**SAFEGUARDING GUIDELINES**

***Multi-Agency Guidelines***

***Safeguarding Children***

The Organisation shall deliver the Project in accordance with the protocols and procedures of the Wandsworth Safeguarding Children Board ("**WSCB**"). In particular, the Organisation shall be familiar with the London Child Protection Procedures. Further information on policies and procedures on Safeguarding children can be found here in relation to Multi- Agency guidelines:

<http://www.wscb.org.uk/wscb/info/89/local_multi-agency_policies_and_procedures>

1. ***Inter-Agency Guidelines***

***Safeguarding Vulnerable Adults***

The Organisation shall deliver the Project in accordance with the Council’s Inter-Agency Guidelines for Protecting Adults, which are available on request or can be found on the Council’s website at the following page:

[Children and Young People Information - Wandsworth Safeguarding Children and Young People](http://www.wscb.org.uk/wscb/info/1/children_and_young_people)

[Safeguarding adults | Wandsworth Council](http://www.wandsworth.gov.uk/info/200385/safeguarding_adults)

**END**