

## **Standard Voluntary, Community and Social Enterprise Sector funding conditions**

1.1 Our agreement to provide funding for a particular period does not mean that we are committed to providing funds exceeding that amount or for any further period;

1.2 We reserve the right to review our decision to provide funding at any time;

1.3 Upon receipt of funding from us:

a) you must use the funding only for the purposes set out in the agreed Service Specification. (If you wish to use the funding for any other purposes, you must write to us and we must agree to the change before you spend the funding for this other purpose);

b) you must inform us if there are any major changes in your organisation. This includes changes of location, constitution, council-funded staff and office holders on your committee;

c) you must complete and provide us with a Monitoring Report Form and, if we request, you must provide us with any other information about your organisation and the service which we require;

d) you must ensure that you do not use any part of the funding directly or indirectly to publish material which, in whole or in part, appears to support a political party;

e) you must ensure that all of your organisation's activities are lawful;

f) you must acknowledge the fact that we support your services. If our funding represents more than 10% of your income (or the costs of services you provide in the Croydon Borough, if you are a national or regional organisation), you must acknowledge this support in your annual reports and accounts;

g) you must claim the maximum rate relief available on any property which you are responsible for. (We have taken account of the rate relief available to you when deciding the level of funding);

h) you must keep adequate and appropriate records of all income received from any source and expenditure incurred by you as a result of the services you provide using our funding and allow us to inspect those records on request;

i) you must have strong financial procedures in place. As a minimum:

- you must have a bank account in your organisation's name, which requires two signatures to complete any transaction

- you must keep a cashbook for recording all income and expenditure;
- you must record all expenditure by using invoices, receipts and vouchers;
- you must regularly monitor expenditure and compare actual performance against the funding budget;
- you must deduct tax and National Insurance from your staff's salaries;
- you must if we request, provide full details of your financial position, and allow us to inspect your financial records;

j) you must provide us with financial accounts within six months of the end of your financial year as follows:

- for funding of less than £10,000 in any year, such accounts as you normally produce, signed by your treasurer and at least one other officer from your committee;
- for funding of £10,000 to £24,999 in any year, accounts which have been independently examined by a competent person (not necessarily a registered auditor); and
- for funding of £25,000 and above in any year, accounts which have been independently examined or audited by a registered auditor. The auditor's fee may, if included within the Funding Bid Form, be included within the funding.
- if you request, we can, advise you on the appropriate auditing of accounts;

k) you must make proper arrangements for the recruitment and employment of staff. If requested, we can advise you on what you need to do to comply with this provision, but these arrangements should include:

- recruiting and selecting staff against a job description and person specification;
- providing staff with written contracts of employment, which meet legal requirements;
- having a clear written disciplinary and grievance procedures in line with Advisory, Conciliation and Arbitration Service (ACAS) codes of practice.
- adequate training for the duties staff have to perform.

l) you must support equal opportunities for everyone in line with our equal opportunities policy (a copy of which will be made available to you on request).

m) you must support the principles of our environmental procurement policy and take reasonable steps to implement our green commitment;

n) you must comply with any safeguarding legislation from time to time in force, including, but not limited to, the Safeguarding Vulnerable Groups Act 2006 (and any amendment to that Act) and any recommendations of the Independent Safeguarding Authority "ISA" (or any successor body to the ISA). In particular you must ensure that all proposed employees or volunteers likely

to be engaged in any activities involving contact with children or adults at risk have provided you with the results of an enhanced DSB check. You must not allow a barred person to work within your organisation whether as a member of staff, volunteer or otherwise.

o) if your staff or volunteers provide services which directly or indirectly relate to or are connected with the care of adults (including but not limited to care services, care transport services and care housing services for adults), then you agree that you shall, and will procure that your staff and/or volunteers shall comply with "Protecting adults at risk: London multi-agency policy and procedures to safeguard adults from abuse" (referred to as the "Safeguarding Policies").

p) you agree to take such steps as are necessary to implement any changes to the Safeguarding Policies we may notify to you during the period of funding

q) if you fail to comply with the Safeguarding Policies, we may withhold or withdraw payment in accordance with paragraph 3.5, or require you to repay payments we have already made, in accordance with paragraph u below).

r) if your staff or volunteers work with children and young people under 18, you must have a safeguarding children policy in place based on the London Child Protection Procedures, a copy of which we will send to you on request. You must ensure that all staff and volunteers working with children are trained in child protection;

s) you must take out and maintain adequate insurance cover relating to the services, including:

- public liability (£5million minimum)
- employer's liability cover (if you employ staff) (£10million minimum)
- property and contents insurance against fire, theft, loss, or damage;
- vehicle and driver insurance (if vehicles are owned or driven by your staff or volunteers in the course of the services); and
- professional indemnity insurance (if you give advice to members of the public) (£2 million minimum);

t) you must provide us with such information relating to the insurance as we request, which may include, without limitation, copies of premium receipts and cover notes.

u) you may (at our option but subject to us acting reasonably) have to repay the funding in part or in full in the following circumstances:

- if you fail to comply with any of these conditions of funding;
- if you stop providing the services for which we have agreed to provide you with funding;
- if you apply the funding to services which are different to those we have agreed with you in the Services Specification and have failed to

obtain our consent prior to spending such funding (as required by paragraph 1.1.3 (a) above).

- if you have included any inaccurate information within the the Funding Bid Form or any Monitoring Report Form which led to our decision to provide you with funding;
- if you fail to comply with any of the restrictions contained within the agreed Services Specification;
- if you fail to comply with the actions set out in the Monitoring Report Form; or
- if you are dissolved, wound up or disbanded.

We will not hold individual members of your organisation legally responsible for repaying the funding unless there is evidence of fraud or other illegal activity.