



**Glasgow City Council  
Neighbourhoods Regeneration and Sustainability  
Funding Provisions to Organisations  
Standard Conditions of Funding  
Private Lanes Improvement Fund**

*These Standard Conditions of Funding provide funded organisations with the information required in order to ensure that they are compliant with the requirements of the Council*

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**Standard Conditions of Funding**

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## Introduction

This document sets out the Standard Conditions of Funding for Grant awards including the Conditions (if any) which are **specific** to the funding programme/s your Funding is from. They will apply to any future funding provided.

## Where to find the conditions that have been applied to your funding award

As well as the Standard Conditions of Funding there may be additional conditions applied to your award. These will be detailed in your Funding Award Letter and are referred to as “Payment Prevention Conditions” or “Specific Conditions”. These conditions are in addition to those set out in this document. The Standard Conditions, Payment Prevention Conditions, Specific Conditions and any other conditions contained in the Funding Award Letter are collectively referred to as “the Conditions”.

The “Standard Conditions of Funding” and the Funding Award Letter documents are for you to keep. Do not return them to Glasgow City Council (GCC).

## Who should see the Conditions?

All Conditions should be made available to every member of your Organisation’s managing body and relevant staff. Please make sure that all relevant staff are familiar with the conditions as they are important and will be enforced.

## How to accept the Conditions

If your Organisation accepts the Conditions, it should complete and return the Funding Acceptance Form to GCC as specified in the Funding Award Letter.

GCC cannot pay any part of the funding to your Organisation until it has received a completed Funding Acceptance Form.

## Failure to comply with the Conditions

Failure to comply with any of the Conditions could result in GCC suspending or withdrawing your Funding.

If your Organisation is unable to comply with any of the Conditions at any point during its funding period then you should contact the relevant GCC contact officer immediately.

## Funding from other Bodies

Where your Organisation receives funding from Bodies other than GCC, the Conditions apply only to the funding administered by GCC, as detailed in the Funding Award Letter (unless otherwise stated in the Funding Award Letter).

## Terms used in this document

The term “Managing Body” describes the group of people legally responsible for managing your Organisation, e.g. Management Committee, Board of Directors, Trustees or Governors or any corresponding name.

The term “Governing Document” describes the document that sets out the purposes for which the Organisation is established and how it will operate, e.g. Constitution, Memorandum and Articles of Association, Rules, and Deed or Declaration of Trust.

**Questions on the Conditions of Funding**

If you have any questions about the Conditions then you should contact your GCC contact officer at [neighbourhoodlanes@glasgow.gov.uk](mailto:neighbourhoodlanes@glasgow.gov.uk)

## GLASGOW CITY COUNCIL

## STANDARD CONDITIONS OF FUNDING

## 1 General

## 1.1 Definitions

In these Standard Conditions of Funding the following terms shall have the meanings:

**“Agreement”** means the Application Form, the Funding Award Letter, the Standard Conditions of Funding and the Funding Acceptance Form;

**“Data Protection Law”** means law relating to data protection, the processing of personal data and privacy from time to time including:

- (a) the Data Protection Act 1998
- (b) with effect from 25 May 2018, the General Data Protection Regulation (EU) 2016/679
- (c) the privacy and Electronic Communications (EC Directive) Regulations 2003 (as may be amended by the proposed Regulation on privacy and electronic communications) and
- (d) any legislation that in respect of the United Kingdom, replaces or enacts into United Kingdom domestic law, the General Data Protection Regulation EU 2016/679 the proposed Regulation on privacy and electronic communications or any other law relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union;

**“Funding Acceptance Form”** means the document signed by grant recipients accepting the award and any conditions attached to the award;

**“Funding Award Letter”** means the Funding Award Letter offered by GCC to the Organisation;

**“Application Form”** means the grant application form completed by the Organisation and approved by GCC;

**“Funding”** means the financial award offered by GCC in the Funding Award Letter;

**“GCC”** means Glasgow City Council;

**“Monitoring and Evaluation”** means the process by which GCC ensures that the project/activities funded are delivered/carried out by the Organisation, and the measurement of the impact achieved with the funding;

**“Organisation”** means the Organisation being funded by GCC and identified in the Funding Award Letter;

**“Payment Prevention Conditions”** and **“Specific Conditions”** mean the additional conditions contained in the Funding Award Letter;

**“Project”** means the services/activities delivered either in full or part with GCC funding;

**“Reserves”** means the Organisation’s Restricted Reserves and Unrestricted Reserves;

**“Restricted Reserves”** means financial Reserves held by the Organisation which are held as a result of a legal obligation or commitment;

**“Standard Conditions of Funding or the Standard Conditions”** means the conditions of Funding contained in this document; and

**“Unrestricted Reserves”** means financial Reserves held by the Organisation which are not subject to legal obligation or commitment.

- 1.2 These Standard Conditions of Funding together with the Application Form, Funding Award Letter and the Funding Acceptance Form, constitute the Agreement between GCC and the Organisation.

- 1.3 The amount of the Funding and the duration is as specified in the Funding Award Letter.

## 2 Use of Funding

- 2.1 The Funding is awarded by GCC for the specific purpose identified in the Application Form. The Funding may only be used for this approved purpose. The Organisation, having obtained prior Board approval, must contact GCC in writing and demonstrate the need for any change in the approved Use of Funding. No changes to the approved Use of Funding may be made without the **prior** written consent of GCC.
- 2.2 The award of Funding is subject to agreement being reached between the Organisation and GCC on programme outcomes and outputs that relate to GCC's key objectives and, where applicable, to the objectives of the Grant Programme providing the Funding. **Such agreement must be reached prior to any release of funding.** The level of Funding will be subject to sufficient progress being made in reaching such agreement, and all monitoring requirements being met.
- 2.3 Where the Organisation wishes to make a formal change to activities, aims, outputs, outcomes, or delivery as specified in the Application Form, the Organisation, having obtained prior Board approval, must contact GCC in writing and demonstrate the need for any change. No changes should be made without the **prior** written consent of GCC. Where changes are accepted the Organisation will be required to submit a revised Application Form.
- 2.4 On request, the Organisation's business plan must be submitted to GCC once it is approved by the governing body.
- 2.5 Where applicable, awards will be subject to the investment priorities outlined in relevant Plans and/or emerging citywide priorities.
- 2.6 The Funding may not be used for any purpose which has a detrimental effect on the environment, is immoral or illegal or which is contrary to the key objectives of GCC.
- 2.7 To enable GCC to comply with the provisions of the Local Government Act 1986 (as amended) the Organisation must give and hereby gives a positive assurance that its activities do not promote or pose a view on a question of political controversy which is identifiable as the view of any particular political party or parties.
- 2.8 The Organisation is required to spend the Funding allocation for each financial year and to have received the goods and services to be paid for from that year's Funding by the 31<sup>st</sup> March of the relevant financial year. The Funding is provided subject to GCC having the resources to enable it to make the Funding available. GCC reserves the right to suspend or stop payment of the Funding if it no longer has the financial resources to make the Funding available. Recipients of the Children's Holiday Food Programme funding are required to spend funding within each holiday period.

## 3 Governing Document

- 3.1 The Organisation must operate at all times in accordance with the terms of its Governing Document.
- 3.2 If the Organisation changes or updates its governing document then a copy must be submitted to GCC at [neighbourhoodlanes@glasgow.gov.uk](mailto:neighbourhoodlanes@glasgow.gov.uk) within **14 days** of it taking effect.

#### 4 Change in Circumstances

- 4.1 The Organisation must inform the GCC contact officer in advance if it is moving premises.
- 4.2 The Organisation must inform the GCC contact officer within **7 days** of any temporary changes to the delivery of services, e.g. limitation, suspension or cessation.
- 4.3 Where the Organisation wishes to make permanent changes to the delivery of services, the Organisation, having obtained prior Board approval, must contact the GCC contact officer in writing and demonstrate the need for any change. No changes should be made without the **prior** written consent of GCC. Where changes are accepted the Organisation will be required to submit a revised Application Form.
- 4.4 The Organisation must notify the GCC contact officer within **14 days** of any change in the Office Bearers of the Organisation. A full list of all Office Bearers, including designation, must be submitted in writing to GCC at [neighbourhoodlanes@glasgow.gov.uk](mailto:neighbourhoodlanes@glasgow.gov.uk)
- 4.5 In all cases the Organisation must notify GCC of any changes in staffing within **7 days** of any change being implemented. Planned staff restructures affecting project staffing must be discussed with GCC prior to implementation.
- 4.6 The Organisation must inform the GCC contact officer **within 7 days** of any changes to the authorised signatories able to sign documents on the Organisation's behalf, in particular the Funding Acceptance Form.
- 4.7 The Organisation must inform the GCC contact officer **immediately** if any proposal is made to wind up the Organisation, or if a receiver, liquidator, trustee in bankruptcy or similar official is appointed with respect to the Organisation.

#### 5 Financial Records

- 5.1 The Organisation must keep detailed records of all income and expenditure and produce annual accounts.
- 5.2 The Organisation must retain accounting records, detailing receipt and payment of monies during any period of Funding, for at least six (6) years, and a log of such records which are or have been subsequently destroyed at the end of the six (6) year period.
- 5.3 The financial information and records of the Organisation must be available if required for examination by representatives of GCC and by GCC's internal and external auditors on reasonable notice.
- 5.4 The Organisation must provide copies of all confirmed match funding award letters on request by GCC staff.

#### 6 Audit and Examination Arrangements

- 6.1 If the Organisation is a **registered charity** then the following arrangements apply:-



- 6.1.1 where the total annual income is less than £100,000, the Organisation must prepare accounts that (as a minimum) are approved by an independent examiner who is reasonably believed by the Managing Body to have the requisite liability and practical experience to carry out a competent examination of the accounts.
- 6.1.2 where the total annual income is greater than £100,000, but is less than £500,000 the Organisation must prepare accounts that are (as a minimum) approved by a qualified independent examiner. A qualified independent examiner is defined as someone who is a member of the Chartered Institute of Public Finance, a fellow of the Association of Charity independent examiners or who is able to act as a reporting accountant under the Companies Acts.
- 6.1.3 where the total annual income is greater than £500,000, the Organisation must prepare accounts that are professionally audited.
- 6.2 For Organisation's **without charitable status** the following arrangements will apply:-
- 6.2.1 where the Organisation's total annual Funding is £2,000 or less the Organisation must submit appropriate evidence that the Funding has been spent for the purposes intended.
- 6.2.2 where the Organisation's total annual Funding is greater than £2,000 but less than £10,000, the Organisation must submit accounts that are approved by an independent examiner who is reasonably believed by the Managing Body to have the requisite ability and practical experience to carry out a competent examination of the accounts.
- 6.2.3 where the Organisation's total annual Funding is greater than £10,000, but less than £50,000, the Organisation must submit accounts that are approved by a qualified independent examiner. A qualified independent examiner is defined as someone who is a member of the Chartered Institute of Public Finance, a fellow of the Association of Charity independent examiners or who is able to act as a reporting accountant under the Companies Acts.
- 6.2.4 where the Organisation's total annual Funding is greater than £50,000, the Organisation must prepare accounts that are professionally audited.
- 6.3 An independent examiner should not be related to any member of the Organisation's Governing Body nor to the Manager or equivalent and should not have any responsibility for the day to day financial administration of the Organisation.
- 6.4 The Organisation's annual or certified accounts must be submitted to GCC no later than **two (2) weeks** after the completion of the audit/certification or **nine (9) months** after the Organisation's financial year end, whichever is sooner.
- 6.5 The accounts submitted must include a note summarising the Funding received from GCC and associated expenditure.
- 6.6 GCC must be in receipt of a valid Bank Information Mandate granted by the Organisation, allowing appropriate GCC senior finance officials access to bank account information of the Organisation on request. This would only be exercised in exceptional circumstances where, for example, GCC had serious concerns about potential financial irregularities.

- 6.7 The accounts must show the Grant award received from GCC as “**Restricted**”. This requirement should be communicated to your accountant, auditor or equivalent.
- 6.8 GCC reserves the right to request receipts/invoices for goods and services purchased with the Funding. While you will not be required to submit receipts for this award when accounting for final spend, you may be required to provide the receipts as part of the monitoring process.

## 7 Employment Issues

- 7.1 The Organisation shall not throughout the duration of this Agreement unlawfully discriminate in employment within the meaning and scope of any law, enactment, order or regulation relating to discrimination. During the period of the grant the Organisation must act in a fair and open manner without distinction as to age, sex, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership, sexual orientation or disability, and in compliance with The Equality Act 2010 and/or where applicable any preceding legislation and/or Part-time Workers (Prevention of Less Favourable Treatment Regulations 2000 and/or Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002.
- 7.2 The Organisation shall take all reasonable steps to ensure the observance of the provisions of Condition 7.1 by all servants, employees, agents, consultants of the Organisation and all suppliers and sub-contractors engaged by the Organisation.
- 7.3 The Organisation shall comply with all applicable employment law. If the Organisation employs staff then, regardless of the source of funding, the Organisation will carry all the legal responsibilities of an employer. The Organisation must complete all statutory returns for employees and make all relevant payments timeously to HM Revenue & Customs and other relevant bodies to cover their pensions and salary deductions, such as income tax and national insurance contributions.
- 7.4 The Organisation will maintain all financial records including personnel and payroll records for staff funded by GCC **for six (6) years** following the end of the project financial year.
- 7.5 The Organisation will not use the Funding to employ persons who are business partners, cohabittees or close relatives of those who manage the Organisation except with the prior written consent of GCC.
- 7.6 The Organisation will develop and adopt an equal opportunities policy and, where appropriate, safeguarding policies. Such policy/policies to be submitted to GCC on request.
- 7.7 The Organisation will ensure that its employees are permitted access to trade union membership without penalty and will adopt such procedures as are necessary to give recognition rights to such trade union or unions.
- 7.8 The Organisation undertakes to inform GCC in the event that any finding of unlawful discrimination is made, or has been made in the last three (3) years against the Organisation by any **court or employment tribunal**, or if the Organisation is or has been in the last three (3) years the subject of **a formal investigation** on the grounds of alleged unlawful discrimination by the **Equality and Human Rights Commission or any other similar authority**.

- 7.9 The Organisation undertakes to provide GCC with details within **14 days** of notification, of any action raised against the Organisation by previous/existing employees, for posts which are fully or partly Grant funded by GCC
- 7.10 The Organisation undertakes to provide GCC with details of any inquiries or investigations into unlawful discrimination existing, pending or threatened into the Organisation or any Employee by the Equality and Human Rights Commission or any other similar authority or any facts that the Organisation is aware of that might give rise to the same.
- 7.11 The Organisation should at all times seek independent legal advice concerning its responsibilities as an employer, particularly in relation to potential staff grievances, redundancy and disciplinary matters. While GCC can direct the Organisation to publications and sources of advice on employment law and good practice, it cannot offer legal advice on any matter, including the issues referred to in this paragraph.
- 7.12 It is the Organisation's responsibility to ensure that it is able to meet any contingent liabilities arising from the employment of staff irrespective of whether those staff are employed following the award of Funding by GCC. GCC accepts no responsibility for the continuity of employment of staff of the Organisation.
- 7.13 The Organisation shall indemnify, and hold harmless GCC, against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which GCC may incur arising out of a breach of any clause of Condition 7 by the Organisation.
- 7.14 Vacancies for posts, funded (or partly funded) by the grant, covering six months duration or longer, should be publicly advertised. Advertising must indicate that the organisation is in receipt of funding from the Council for the post(s) concerned
- 7.15 If your activities involve the use of volunteers, volunteer management and support should be of the highest standard in line with the Investing in Volunteers Scheme. More information can be found [here](#)

## **8 Revenue Surpluses and Reserves**

- 8.1 The Organisation must not use the Funding to build up Reserves in its bank account(s). If the costs incurred on a project are less than the amount paid to the Organisation for that project then the unspent balance must be returned to GCC.
- 8.2 Where an Organisation has an income of more than £100,000 and/or is in receipt of Funding in excess of £25,000, the Organisation shall:
- 8.2.1 upon request, submit to GCC a copy of its Reserves policy;
  - 8.2.2 clearly identify its Restricted Reserves and its Unrestricted Reserves; and
  - 8.2.3 provide full details of its current level of Reserves.
- 8.3 GCC retains the right to investigate any Reserves shown in the Organisation's annual accounts and to request any additional information from the Organisation which may be deemed necessary.
- 8.4 GCC retains the right to reduce the Funding to take account of Reserves deemed excessive and/or require repayment of some or all of the Funding already paid.

- 8.5 GCC may withhold further instalments of the Funding pending a final decision on reducing the Funding award or requiring repayment of sums already paid.

**9 Monitoring and Evaluation**

- 9.1 The Organisation must comply in full with any monitoring and evaluation requirements of GCC, and within the timeframes determined by GCC staff. This includes, but is not limited to, submission of Monitoring Reports/Annual Accounts, compliance with Monitoring Visits carried out by GCC staff and any resulting Action Plans from these visits.
- 9.2 Compliance with GCC Standard Conditions of Funding and any additional conditions applied to the award will form an integral part of all monitoring and evaluation and the Organisation will, where required, provide evidence of compliance.
- 9.3 Where the funding award is for more than 1 year, the project is subject to a review of its fit within the priorities identified in the GCC Strategic Plan 2017-2022 and Glasgow Community Plan, or any successor Plans/Agreements.

**10 Assets**

- 10.1 If the Funding is used to purchase items of equipment these may not be sold or otherwise disposed of without the prior written consent of GCC. Such equipment must be adequately insured. In the event of any such equipment being lost, stolen or damaged, the Organisation must notify GCC of this fact as soon as is practicable. If the equipment is not being replaced, then any sums obtained under such insurance must be paid to GCC.
- 10.2 Unless agreed otherwise with GCC, all land and buildings, and moveable property with a value of £50,000 or more, purchased with the aid of the Funding shall not be disposed of without the prior written consent of GCC.
- 10.2.1 Where the ownership of such assets is not to rest with GCC then the approval of GCC is required before they are purchased/sold.
- 10.2.2 Where land, buildings and moveable assets purchased with the aid of the Funding are worth less than £50,000, these must not be sold or otherwise disposed of, or appropriated by users other than those approved in writing by GCC. GCC's approval must be sought before the disposal or transfer of ownership of any such property.
- 10.2.3 Owners of assets costing more than £2,500 and with a useful life of more than a year must maintain a register of these assets in accordance with generally accepted accounting practice.
- 10.3 Any property which has been acquired or improved with the aid of the Funding must not be sold or otherwise disposed of, or appropriated by users, other than those approved in writing by GCC. GCC's approval must be sought before the disposal or transfer of ownership of any such property.
- 10.4 Where property is leased by the Organisation from GCC or its agents, and this lease is terminated by either party, GCC reserves the right to terminate the Grant in accordance with Condition 21.3 below.

- 10.5 The Organisation will seek and obtain written agreement from GCC before: transferring assets to, or merging, or amalgamating with, any other body.
- 10.6 In the event of the Organisation being dissolved, any capital equipment provided to the Organisation by GCC, or purchased by the Organisation with the Funding, must (at GCC's discretion) be sold and any monies received must be returned to GCC notwithstanding the requirement to pay any other debts in preference incurred by the Organisation.
- 10.7 Any Funding awarded, but not spent within the Financial Year for which it is allocated, must be returned to GCC.

## **11 Inventory of Equipment**

- 11.1 An up-to-date inventory of all equipment purchased with the Funding must be maintained, and submitted, on request, to GCC with the Organisation's annual accounts.

## **12 Insurance**

- 12.1 The Organisation should ensure that it has appropriate insurance cover in place. The Organisation should seek professional advice on what type and level of cover is appropriate. Copies of certificates of insurance and receipts for the insurance premiums must be exhibited to GCC if requested.

## **13 Publicity**

- 13.1 The Organisation must ensure that the support of GCC and any funding partner(s) is acknowledged on any online platform and in all promotional material including leaflets, brochures, posters, advertisements and press releases and in any publication produced by the Organisation. Please contact your GCC contact officer at [neighbourhoodlanes@glasgow.gov.uk](mailto:neighbourhoodlanes@glasgow.gov.uk) for information on publicity guidance.
- 13.2 Where the Funding is used to carry out works involving capital expenditure of £50,000 or more, a board/notice available to public view must be erected on or near the site clearly showing that the works are receiving Funding from GCC and, if appropriate, any other funding partner(s). Where the capital expenditure has provided outdoor facilities or converted old or provided new buildings, a plaque or board must be prominently and permanently displayed for public view which indicates the source(s) of support.
- 13.3 The Organisation must ensure that their GCC contact officer is aware of all events funded by the Funding.
- 13.4 Where the Funding is secured for research purposes the Organisation must ensure that the findings of the research are made available to GCC on request free of copyright and free of charge.
- 13.5 The Organisation consents to any publicity about the grant and the project produced by GCC or partners. GCC and partners can carry out any form of publicity or marketing to promote the award of the grant as they see fit. The Organisation agrees to do whatever GCC and partners reasonably requires in order to assist with any form of publicity and marketing, including any press or media related activities.

**14 Disclosure Requirements**

- 14.1 The Organisation agrees to comply with Part V of the Police Act 1997 and any other applicable legislation relating to disclosure checking of staff and volunteers (including where appropriate, specific checks relating to suitability of staff to work with children or vulnerable adults), and will provide GCC, on request, with appropriate details concerning this.

**15 Human Rights and Equalities**

- 15.1 The Organisation shall at all times comply with the requirements of the Human Rights Act 1998 as though the Organisation were a Public Authority for the purposes of this Act. The Organisation shall indemnify GCC against all losses, costs, expenses, damages, liabilities, demands, claims, actions or proceedings which GCC may incur arising out of a breach of this condition by the Organisation.
- 15.2 Subject to the Organisation's obligations under Data Protection Law, the Organisation shall take such steps as may be reasonably required by GCC to enable it to fulfil its obligations under such public sector equality duties, including but not limited to the Equality Act 2010, and statutory codes of practice and guidance that may apply to it from time to time; such steps might without limitation involve:
- 15.2.1 complying with equalities legislation, including public sector equality duties, in place from time to time and such codes of practice and guidance that may apply;
  - 15.2.2 providing such training to employees of the Organisation and any contractors of the Organisation in equal opportunities as may reasonably be required by GCC;
  - 15.2.3 complying with GCC's equality policy and assisting where required in enabling GCC to fulfil the delivery of its Equality Outcomes;
  - 15.2.4 providing such information to GCC, as it reasonably requests, to enable it to comply with legislative or internal equalities monitoring requirements that may apply; and
  - 15.2.5 assisting in relation to any investigation that may be instituted in connection with such equality duties.
- 15.3 If the Organisation works with children, young people or vulnerable adults, the Organisation must ensure that all new staff and volunteers join the Protecting Vulnerable Groups (PVG) Scheme, and take reasonable steps to ensure the safety of the young people and any other vulnerable person accessing their services or in their care. The Organisation will obtain the written agreement from the legal carer or guardian before having any direct contact with any young or vulnerable person.
- 15.4 During the period of the Funding the Organisation must act in a fair and open manner without distinction as to age, sex, race, religion or belief, gender reassignment, pregnancy and maternity, marriage and civil partnership sexual orientation or disability, and in compliance with the Equality Act 2010.

**16 Data Protection**

- 16.1 Where the Organisation provides any personal data to GCC in connection with its Application Form or in the course of reporting progress on the project to GCC, GCC will use that personal data for purposes of ensuring the Organisation's compliance with the Conditions. GCC may share that personal data with other regulators (including GCC's and the Organisation's external auditors, HM Revenue and Customs and law enforcement agencies) as well as with GCC's elected members. The personal data may be checked with other GCC service departments for accuracy, to prevent or detect fraud or maximise GCC's revenues. It may be shared with other public bodies for the same purposes. The Organisation undertakes to ensure that all persons whose personal data are (or are to be) disclosed to GCC are duly notified of this fact.

## 17 Information Security

- 17.1 The Organisation will ensure the protection of information (in any form including handwritten, typed, video, paper based or electronic) from a wide variety of threats in order to minimise risk, ensure continuity, support information sharing, achieve objectives and develop organisational opportunities.

## 18 Freedom of Information

- 18.1 The Organisation accepts that GCC, as a Scottish public authority, is subject to the provisions of the Freedom of Information (Scotland) Act 2002 ("the FOI Act"), and may disclose information in compliance with the FOI Act (the decisions of GCC in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms). GCC shall notify the Organisation in the event that any such information required to be disclosed includes information of the Organisation and shall, wherever possible, consult with the Organisation prior to disclosure.

- 18.2 The Organisation agrees that as a recipient of public funds it will respond promptly to any reasonable request from any person for information to be provided to that person concerning the activities of the Organisation which are funded in whole or in part by the Funding or other public funds.

## 19 Health and Safety

- 19.1 The Organisation should ensure that appropriate health and safety procedures are in place within the Organisation and that these procedures comply with all laws, rules and regulations relating thereto, including but not limited to the Health and Safety at Work Act 1974, as amended.

## 20 Disputes

- 20.1 All disputes between GCC and the Organisation arising out of or in relation to the Agreement shall be referred by GCC's contact officer or the Organisation's representative to the other for resolution.

- 20.2 If any dispute cannot be resolved pursuant to the provisions of Condition 20.1 within **14 Days**, that dispute shall be referred to GCC's Director of Governance and Solicitor to the Council and the Organisation's most Senior Officer.

- 20.3 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

**21 Suspension and Termination of Funding**

- 21.1 GCC may, at its absolute discretion, withhold further instalments of the Funding which were to have been made, or may terminate completely the payment of any further sums to the Organisation in the event of any of the following occurring:
- 21.1.1 the discovery of any financial irregularities within the Organisation, including the Organisation's independent examiner/auditors qualifying the accounts;
  - 21.1.2 the discovery that the Organisation or its representatives have made misrepresentations in its Application Form. If the misrepresentation was fraudulent then GCC reserves the right to recover any sums already paid or to direct that such sums be paid over to another body nominated by GCC;
  - 21.1.3 failure to comply with GCC's monitoring and evaluation requirements;
  - 21.1.4 failure to make satisfactory progress in achieving the objectives for which the Funding was awarded;
  - 21.1.5 violation by the Organisation of GCC's policies on discrimination and environmental damage;
  - 21.1.6 use of the Funding for non-approved purposes;
  - 21.1.7 fundamental changes in the Governing Document or composition of the Organisation which do not meet with GCC's approval;
  - 21.1.8 changes in the law rendering further involvement by GCC unlawful;
  - 21.1.9 insolvency, bankruptcy or receivership of the Organisation;
  - 21.1.10 withdrawal of or failure to secure alternative sources of funding or other changes in the financial standing of the Organisation which make it unlikely that the purposes for which the Funding was awarded will be achieved (including funds from the Organisation itself or any third party shown as part of the overall project funding, being used for a different purpose);
  - 21.1.11 any action or inaction on the part of the Organisation which shows (or prevents or obstructs investigation into whether) public funds awarded to the Organisation have been used improperly;
  - 21.1.12 the commission by the Organisation of any act which, if it were done by a public authority, would be rendered unlawful by Section 6 of the Human Rights Act 1998;
  - 21.1.13 failure to comply with the obligations set out in Condition 15; or
  - 21.1.14 any breach by the Organisation of the Agreement (whether in respect of this project or any other projects funded or partly funded by GCC).
- 21.2 In the event of GCC deciding to suspend or withdraw payments of the Funding to the Organisation, GCC will inform the Organisation of this decision as soon as possible thereafter. The Organisation will be given the opportunity to make representations to



GCC before any decision is reached on cancelling outright any further payments, reducing the Funding or requiring repayment of sums already paid.

21.3 In the event of the failure to secure or termination of a lease in accordance with Condition 10.4 above, GCC reserves the right to terminate any grant to the Organisation.

21.4 The Organisation accepts that any breach by it of the Agreement (whether in respect of this project or any other projects funded or partially funded by GCC) shall constitute a relevant consideration for GCC to take into account in determining whether or not to fund the Organisation in the future.

**22 Additional Conditions of Funding**

22.1 GCC reserves the right to vary the Agreement and/or introduce new conditions as necessary. By acceptance of instalments of the Funding after such variation to the Agreement has been notified to it, the Organisation is deemed to have accepted such variation as binding on it, both in respect of the current project and any previous projects funded or partially funded by GCC.

**23 Rights of Third Parties**

23.1 No third parties shall have the right to enforce any of the Conditions.

**24 Waiver**

24.1 The failure of either party to insist upon strict performance of any provision of the Agreement, or failure of either party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by the Agreement. A waiver of any default shall not constitute a waiver of any subsequent default. No waiver of any of the provisions of the Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with Condition 26 (Notices).

**25 Assignment**

25.1 The Agreement is personal to the Organisation. The Organisation shall not assign, novate, sub-contract or otherwise dispose of the Agreement or any part thereof without the prior consent in writing of GCC.

**26 Notices**

26.1 Except as otherwise expressly provided, no communication from one party to the other shall have any validity under the Agreement unless made in writing by or on behalf of GCC, or as the case may be, by or on behalf of the Organisation.

**27 Severability**

27.1 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the

Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

**28 Agreement**

28.1 The Agreement is regulated by Scots law and the parties hereto submit to the exclusive jurisdiction of the Scottish Courts.

**29 Legal**

29.1 If the Organisation receives intimation of any legal claims against the Organisation which adversely affect the Organisation during the period of the grant (including any claims made against members of the Organisation's governing body or staff concerning the Organisation), then the Organisation must write to GCC within 7 working days of receipt of such claims to let GCC know of such claims.

29.2 The Organisation should tell GCC in writing as soon as possible of any investigation concerning the 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.

**30 Special Conditions**

30.1 The Funding must be spent within 6 months of the date of the Funding Award Letter.

30.2 The Organisation must get written permission in advance to carry out the Project from all relevant Landowners.

30.3 The Organisation is responsible for obtaining and adhering to all relevant permissions for the Project, including, but not limited to any statutory permissions prior to the commencement of the Project. Such consents and permissions must be obtained prior to the commencement of the Project,

30.4 The Organisation must provide before and after photographic evidence of the Project and evaluation upon completion.