

## WNST Anchor Programme Award – terms & conditions of grant

## Please keep this document for future reference

## (The terms "we" and "our" refer to the organisation receiving the grant)

- 1. This award is made as an unrestricted grant. The ambition is that the award helps you develop your organisation and make it more sustainable in the longer term. Throughout the life of the grant it is therefore for you as the recipient organisation to decide how to spend the funds so long as it is spent within your charitable objects and for the benefit of community sports provision within the London Borough of Brent (LB Brent) and its residents.
- 2. We must keep proper and up-to-date records and accounts that show how the grant is being used. The financial records should be available to the Trust for inspection at any reasonable time. Any grant from WNST will be shown in our annual accounts as unrestricted Income.
- 3. We will abide by WNST standard brand and grant recognition guidance (circulated to grant recipients with offer letters and downloadable from the WNST web site). We will acknowledge the Trust's support in our Annual Report and Accounts.
- 4. We accept that if there is a considerable delay between the offer of a grant and its take-up, we may be required to supply up-to-date financial information.
- 5. We will, on request, provide a full report providing WNST with details on how the grant has been spent and what has been achieved. This will be required shortly after the anniversary of the date the grant was implemented. A monitoring form for this purpose will be emailed to us approximately two months before the report is due. We also understand that WNST might wish to receive more informal updates on activities at interim periods during the grant period. However, the Trust will ensure that these are neither onerous nor time-consuming.

- 6. Anchor Programme grants are awarded for two years. The second year's funding will be contingent on the receipt of a satisfactory report at the end of the first year. This report must be accompanied by our organisation's latest annual income and expenditure budget.
- 7. We accept that WNST reserves the right to claim back any grant or part of a grant which has been spent outside of our legal objects or on activities which are not directed at advancing community sport in LB Brent. We will inform WNST of any underspend in the grant and any decision to reclaim funds shall be at the sole discretion of WNST.
- 8. We will send WNST a signed copy of our accounts, as are required by charity law or any other regulatory body or law. These accounts will cover the period(s) during which the grant was used and must be sent to WNST as soon as possible and certainly within 10 months of the end of the financial year.
- 9. Where the grant is a contribution towards part or all of the cost of a salaried post, we will provide WNST with:
  - a job description (confirming the salary/rate of pay and hours of the post)
  - confirmation of the post being filled and the name and starting date of the post holder/s
  - (Note: this does not apply to casual, sessional, freelance or external coaches, trainers etc)

No grant will be paid prior to the receipt of this information. We will notify WNST of any changes either in postholder or conditions of service. WNST reserves the right to request evidence of pay and conditions of any post(s) being funded.

- 11. We agree to obtain prior written consent from WNST before disposing of any capital equipment, land, vehicle or buildings which have been acquired, adapted or improved with the aid of a grant from WNST. In these circumstances, notwithstanding the fact that the grant is unrestricted, the Trust will require that the proceeds of any sale be re-invested for the same purpose ie the development of community sport in LB Brent. This may apply for a period of up to three years after the grant period is complete and in appropriate cases, a legal charge may be put in place.
- 12. We note that in awarding a grant, WNST may stipulate other conditions which will be clearly described in the grant offer letter and that evidence that any such conditions have been met will need to be provided before any payment is released.

- 13. We note that any grant not taken up within a year of the date awarded will usually be written back by WNST.
- 14. We accept that WNST may demand repayment (and will repay when asked) of all or part of the grant, in any of the following circumstances if:
  - a. we fail to meet any of the terms and conditions pertaining to this grant or to any other grant from WNST which may still be in force;
  - b. we completed the application form dishonestly, materially incorrectly or deliberately misleadingly;
  - c. any person or organisation operating for us, gave significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the grant agreement;
  - d. members of our governing body, staff or volunteers act at any time during the project dishonestly or negligently or in any way which gives rise to a reputational risk either to you or the Trust;
  - e. our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, HM Revenue and Customs, or other regulatory body;
  - f. we receive duplicate funding from another source for all or any part of the project
  - g. our organisation is subject to a significant change of purpose, ownership or trusteeship, either during the project or within a reasonable period after its completion, so that the grant is unlikely to fulfil the purpose for which WNST made it
  - h. at any stage of the application process or during the period of the grant, we do not provide WNST with information that would materially affect its decision to award, continue or withdraw all or part of the grant
  - 15. We accept that WNST may demand repayment of all or any part of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration, receivership or liquidation, or we are about to make an arrangement with or guarantee a Trust Deed to our creditors.
  - 16. We agree that, in exceptional circumstances, a WNST officer may visit our organisation without prior warning and request to see any financial documents and records relating to our award.

- 17. We confirm that we comply with all of our obligations under the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) in relation to the personal data we collect and hold on our staff, volunteers, trustees, members and beneficiaries (including that the data is kept securely, processed fairly, lawfully and transparently and kept for no longer than is necessary).
  - 18. We understand and accept that as part of the grant application process, WNST may collect certain personal data (which is freely given by us). We acknowledge that WNST will only ever request such data as is strictly pertinent to the grant application and management of any award made; and that they will store, handle and process this data in accordance with the Data Protection Act 2018 and GDPR. (For ease of reference, WNST's data privacy statement is publicly accessible and can be downloaded at <a href="http://www.wnst.org/grants-awarded/">http://www.wnst.org/grants-awarded/</a>).