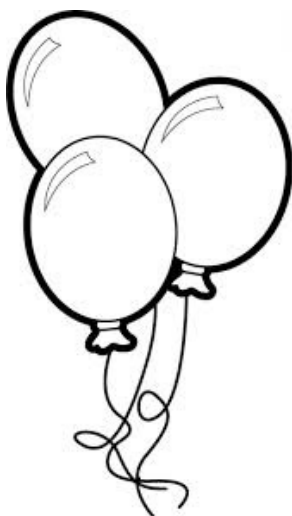


Celebrations Grant

Application Guidelines

2022

Please fully read this document before you complete the application form



Contents

Introduction.....	3
The application process.....	3
Closing dates and timelines.....	3
Celebrations Grant Criteria.....	4
Who can apply?.....	4
What can be funded?.....	4
What can't be funded?.....	5
Standard Grants Criteria.....	6
Supporting Documents.....	8
Estimates / quotes from an external source.....	8
Governing document.....	8
Recent bank statement.....	8
Safeguarding Children and Safeguarding Adults policies.....	8
Question Guidance.....	9
How we make funding decisions.....	11
Advice for Applicants.....	11
Celebrations Grant Grant Agreement.....	12

Introduction

The Celebrations Grant aims to bring communities together to celebrate our city and each other and get to know one another, through community lunches, afternoon teas, street parties and activity days. We are particularly interested in events that will bring different groups of people together – such as people who are different ages, from different backgrounds or from different areas of the city.

To help you do this we are offering a contribution of **£500** towards the costs of each event your organisation is holding.

The Celebrations Grant is not designed to provide ongoing support to community and voluntary organisations. Our monthly funding newsletters can help you find a wide range of other funders to apply to:
<http://www.southampton.gov.uk/people-places/grants-funding/funding-newsletters.aspx>

The application process

This guide has been designed to help you when applying to the Celebrations Grant. It will help you decide if your group and project are eligible for funding and there are also notes to help you complete the application form.

The application process:

- Complete and submit your application by email*
- We assess your application
- We tell you our decision (approx. 3 months after the closing date)
- Successful applicants return their signed grant agreement
- Hold your event
- Complete and return the monitoring form

*We prefer to receive applications and supporting documents electronically. If you are not able to do this please contact us for a paper application pack.

It takes approximately 3 months for the grant decision to be made. Please make sure your start date is after the project/activities start date listed below.

Closing dates and timelines

The 2022 date for Round 1 is:

Closing date:	Friday 24 June 2022, at midnight
Assessment:	June/July 2022
Decision:	Mid-August 2022 (at Cabinet meeting)
Project/activities start:	September 2022

Please make sure your full application is submitted by midday on your chosen closing date – we cannot accept late applications. You may be contacted during the assessment period if we need more information to assess your application.

Please note: Cabinet meetings are subject to change, which could lead to a delay in the decision. If this happens, applicants will be notified.

Celebrations Grant Criteria

Who can apply?

- Voluntary and community groups, social enterprises, faith groups, uniform groups, 'Friends of' groups and PTAs
 - Group who have an annual income of less than £250,000 will be given priority
- Groups who have not previously been awarded a Celebrations Grant or who have only had one Celebrations Grant in the past three years.
- Groups who have previously received or currently have grants or contracts from Southampton City Council and meet the above criteria. Previous grant recipients must have returned copies of their receipts or submitted monitoring forms as required in their grant agreement.
- Applications are **not** accepted from schools, further and higher education establishments, regardless of how they are funded (LEA, trusts, privately funded, etc.). PTAs and 'Friends of' are welcome to apply for activities involving the wider community and which are held outside school hours.
- Applications are **not** accepted from statutory agencies, such as the police, health, other local authorities or other Southampton City Council departments.

What can be funded?

- Celebrations for locally, nationally or internationally recognised events, such as St George's Day, the Big Lunch, the Great Get Together, UN International Day of Peace, World Mental Health Day and International Youth Day.
- Venue hire
- Insurance
- Hire of equipment, such as:
 - tables/chairs
 - play equipment
 - sports equipment
 - PA systems(groups must ensure they have appropriate insurance for equipment, particularly bouncy castles)
- Publicity/promotion materials, such as posters and flyers
- Decorations, such as bunting
- Transport costs within the city for people who would otherwise find it difficult to attend due to limited mobility (contribution only, users must also contribute)
- Volunteer expenses
- Applicants must demonstrate that members/attendees make contributions towards the event unless there are exceptional circumstances not to do so.
 - Examples of contributions include, event attendees bringing food to share or charging 50p for activities.
 - Groups may take into account the financial circumstances of their members/attendees.

- Making contributions meets the standard grant criteria that groups must not be wholly reliant on Southampton City Council funding.
- This list is not exhaustive. If what you want to apply for something that isn't on this list we may still be able to fund it – please contact the grants team for advice

What can't be funded?

- General community events. All events must celebrate a recognised local, national or international event
- Applications from organisations that have received more than two grants in a three year period.
- All food and drink – it is expected that attendees will contribute by bringing and sharing food and drink
- Items that mainly benefit individuals
- Items that cannot be re-used or recycled (in Southampton), such as single use plastic cups.
- Websites, including domain names, design and hosting (there are many free options available)
- Salaries for staff directly employed by you
- Political activities (including lobbying) or religious activities
- Trips, which includes:
 - Coaches/transport to places outside the city
 - Entry costs

If you are unsure if your event meets the criteria please contact us for advice at grants@southampton.gov.uk

Green applications

We believe everyone can do something to make their projects and activities a bit greener, such as:

- Encouraging your attendees to leave the car at home and walk, cycle or get the bus to your activities (where possible)
- Using re-useable or recyclable (in Southampton) materials
- Reducing single use items, such as paper flyers – do you really need 5,000? Could you use a mix of flyers and social media advertising?

Not using single use plastics

- Ensuring all equipment is turned off when not in use
- Ensuring all taps are switched off when not in use
- Using local suppliers where possible to reduce travel distance

Standard Grants Criteria

Southampton City Council is keen to support the local voluntary and community sector by awarding grants to organisations and groups that meet the following criteria.

Applications will normally only be considered from voluntary groups and organisations that:-

Are properly constituted and can demonstrate that their practices and structures are representative of all relevant interests and are clearly accountable to users, beneficiaries and members.

Can demonstrate the proper conduct of their officers both general and financial and that they keep proper books of accounts together with full written records indicating how any grant monies are used.

Adhere to all equalities legislation and work in line with Southampton City Council's Equality Policy.

Are not wholly reliant on Southampton City Council grants and can demonstrate that they receive or are seeking funding from other sources.

Can demonstrate the involvement of volunteers in their activities.

Where appropriate, will agree to Southampton City Council nominee(s) on the managing body in an observer status.

Where appropriate a national or regional organisation can demonstrate that there is a specific benefit to Southampton which is not being offered by a local organisation.

Applications will normally only be considered towards projects and activities that:-

Meet one of the following council priorities:

- **Growth**
Creating a vibrant, entrepreneurial city with projects that help to grow the local economy, bringing investment into the city and increasing employment opportunities for local people.
- **Wellbeing**
Improving health and learning for both our children and adults across the city. Start well, live well, age well, die well; helping residents to live safe, active, healthy lives and live independently for longer.
- **Our Greener City**
Making Southampton a leading city for the green economy, providing a sustainable, clean, healthy, and safe environment for everyone. Embracing our green spaces, parks, and waterfront.
- **Communities, Culture & Heritage**
Celebrating, enhancing, and promoting our diverse cultural and heritage offering and experiences within Southampton to bring economic and social benefits for our communities and partners, locally, nationally, and internationally.

Demonstrate innovative approaches to meeting the needs of the residents of Southampton.

Contribute to the delivery of any of the Southampton Connect priorities and/or any other council or partnership strategies or priorities.

Are of direct benefit to the residents of Southampton. Groups whose activities extend beyond the boundaries of the City or who provide services to people who are not resident in Southampton will be expected to seek contributions from funding sources in those areas that benefit from their work.

Complement and support and do not duplicate Southampton City Council and other services, strategies and plans including commissioning strategies.

Religious organisations are welcome to apply towards the costs of **community** projects.

Applications will not normally be considered:-

Towards religious or political activities, i.e. activities where the key purpose is to promote a religious or political doctrine, mission or another form of proselytising.

For work or events that have already taken place or for equipment that has already been purchased or building works which have been completed.

For core funding from groups and organisations whose activities fall within the responsibility of another public body e.g. Health. However, contributions to jointly funded projects may be considered.

For core funding from groups and organisations whose activities fall within the responsibility of schools to fund. However, contributions to jointly funded projects may be considered.

From organisations with sufficient free reserves not held for a specific purpose to cover 12 months running costs. (Free reserves are funds controlled by the organisation and do not include restricted funds provided for a certain purpose).

Towards vehicles unless they are part of a community transport scheme or mobile resource centre. Applications will only be considered for individual organisations if they cannot access community or shared transport. Applicants will need to demonstrate that any vehicle funded by Southampton City Council will be properly maintained and insured and used often and regularly.

From recently formed organisations for large grants. It is suggested that recently formed organisations first consider the council's small grant scheme, Community Chest.

From groups and organisations that have unsuccessfully tendered for the same project/work as a contracted service (either to the council or anyone else).

This relates to the specific project/work funding is being requested for.

To subsidise contracts (whether with the council or anyone else).

For large capital projects

As a general rule Southampton City Council will not fund:-

- individuals
- trips
- holidays and expeditions

Supporting Documents

The council has legal duties and all the money we give out must go to groups who also meet these legal duties. All the information and documents we ask for help us do that. We only ask for documents we need.

Please be aware that we that run 'paperless' grant schemes. Any paper copies of documents you send will immediately be scanned and saved electronically. The paper copy will be destroyed in our confidential waste. If you would like the paper copy returned to you please let us know when you submit your application.

Estimates / quotes from an external source

You must fully plan the grant expenditure before you apply. This includes getting estimates/quotes from external sources to evidence what the costs are. Please make sure VAT is included in your costs where it is applicable.

We ask for estimates/quotes for several reasons.

1. To ensure you have properly planned your project and your costs are realistic. For example, if you only ask us for £200 for equipment that costs £500 and you have no other funds you will run into problems.
2. To ensure what you are asking us to fund is suitable for how you want to use it. For example, making sure the garden chairs you want to buy are suitable for the elderly people who are going to be using them.
3. To ensure what you are asking for will provide good value for money, good social value and fits with our Green City Charter.
4. To ensure you have good planning and good financial governance

What we can accept as estimates/quotes from external sources:

- A formal quote from a supplier, either on headed paper or an email that clearly shows the company's details
- A link to an item for sale on a website – the link must be directly to the page the item is on, not just the company's website
- A page from a catalogue or a price leaflet
- A recent invoice or receipt if it's something you pay for regularly
- Volunteer expenses – you do not need to provide written estimates/quotes for these but please provide a breakdown of the costs. For example, bus travel at £3 each for 10 people

How can we get written estimates/quotes?

Most businesses will provide these on request. However, many businesses also publish their prices on their websites. For example, if you are applying for crafting supplies you will be able to find the costs of these on several retailers' websites and you can submit a list of links to the relevant items.

What if things change between applying for the grant and it being awarded?

We appreciate that costs can change in between you applying for the grant and it being awarded. An item you picked may no longer be for sale or a better item may be on offer. That's okay. If you asked for a printer and still buy a printer it doesn't matter if it's a different make/model from the one in the quote.

Governing document (constitution, etc.)

This shows us that you are properly set up as a group and can do the activities you are requesting the funding for.

Recent bank statement

We ask for a recent bank statement or copy from your passbook (less than 3 months old) to evidence that you have a bank account in the group's name (we are unable to pay grants to individual's bank accounts)

Safeguarding Children and Safeguarding Adults policies

If your event involves working with children or vulnerable adults without their parents/carers you must have appropriate Safeguarding policies in place. These policies set out how you safeguard and promote the welfare of children and vulnerable adults who are members or users of your group.

We appreciate that most applicants are small community groups run by volunteers, and therefore try to be as flexible as possible. If you don't have all the information or documents please email or phone us for advice.

Question Guidance

Q1 Your details

Please give us contact details for the person best able to answer queries about your application. If you give us an email address please make sure it is checked regularly throughout the application period as this is the most likely way we'll contact you.

Q2 What does your organisation do?

In 50 words or less, please summarise the purpose of your organisation. For example, a residents association might say: "We support local residents to make our area a good place to live."

Q3a Which local, national or international event are you celebrating?

Q3b What date is your event?

Please provide the name of the local, national or international event you are celebrating. Examples of events you might want to celebrate are, St George's Day, UN International Day of Peace, the Great Get Together, the Big Lunch, International Youth Day and World Mental Health Day. This list is not exhaustive. Please also provide your planned event date.

Q4 What would you like a grant for and why?

In 100 words or less tell us what you would spend the money on. Please give details – we need to know EXACTLY what it will be spent on. Why do you want to do this? Is it because you have consulted your members/users or local residents and this is what they want? Is it because you have done this activity before and it was very popular?

What you are asking for must fit within the Celebrations Grant (Community Chest) criteria, which you can find on pages 3 and 4 of this document.

Bad example:

"We would like a grant to hold a community lunch."

Good example:

"We would like a grant to hold a community lunch and need support for the costs of the venue and bunting. We have many different communities in our area of the city and want to bring them all together. We will have a picnic, sports taster sessions to help people get active, play equipment for the children and a band to provide music."

Q5 How much money are you requesting?

Use this question to list exactly what you will buy and how much it will cost. You need to list everything – if you need more space please use a separate document/piece of paper. The amounts here should match the estimates/quotes you provide.

Bad Item/activity examples

Decoration - £10
Venue hire - £50
Printing costs - £40

Good Item/activity examples

Bunting and balloons - £10
Venue hire for 3 hours - £50
Printing posters & flyers - £40

Q6 and Q6a How many people do you expect to attend your event? What percentage of those people live in the city of Southampton?

Please give approximate figures of how many people this grant funding will benefit. For example, 50 people might be expected to attend a community picnic.

Q7 Please explain how your members / attendees contribute or will contribute to this event

Our criteria states that all applicants must demonstrate that members/attendees make contributions towards the event, unless there are exceptional reasons not to do so. Things that are completely free can often be ignored or left unused, and this is a waste of the grant funding. Contributions demonstrate your commitment to the event.

Examples of contributions include people bringing food and drink to share or bringing decorations or charging 50p for refreshments.

Groups may take into account the financial circumstances of their members/attendees.

Q8 If we only part-fund you will the event still go ahead?

Our grants usually have more applications than can be funded and we often choose to part-fund as this allows us to support more groups. If you were offered partial funding rather everything you requested what would happen? Would you look for match funding from another grant funder or from donations? Would you scale down your event? Would the whole event be cancelled?

How we make funding decisions

All Celebrations Grant applications go through a three stage process

Stage 1 – technical assessment – can we fund it?

Experienced council officers assess your application and supporting documents to ensure both you and your project/activity meet the Celebrations Grant eligibility criteria and the council's minimum standards for funding. If we have any queries or we need more information we will contact you. Our aim at this stage is to ensure all applications reach the next stage.

Stage 2 – panel meeting – should we fund it?

A cross-party panel of Councillors meet to review all the applications to ensure they will benefit residents of the city and offer good value for money, good social value and fit with our Green City aims. They make recommendations as to which should receive funding. Our aim at this stage is for as many applications as possible to be recommended for funding, subject to the available budget.

Stage 3 – final decision

The recommendations from the panel are submitted to the Cabinet Member responsible for community grants for the final decision. The Cabinet Member considers the panel's recommendations and any other relevant information and makes their decision at one of the monthly Cabinet meetings.

Advice for Applicants

If you have any problems with filling in the form, or have any questions about the grant, we will be happy to help:

Email: grants@southampton.gov.uk

Post: Celebrations Grant, Stronger Communities Team (Grants), Southampton City Council, Civic Centre, Southampton, SO14 7LY

Celebrations Grant Grant Agreement



THIS GRANT AGREEMENT is made the day of 20

BETWEEN:

(1) SOUTHAMPTON CITY COUNCIL of Civic Centre, Southampton SO14 7LY (the "Council") AND

(2) [NAME AND ADDRESS OR ORGANISATION] (hereinafter referred to as "You" or "Your")

Together "We", "Us" or "Our"

BACKGROUND

Southampton City Council is keen to support the local voluntary and community sector. One of the ways it does this is by awarding grants to organisations and groups that meet its priorities, criteria and conditions of grant aid as detailed in this Grant Agreement.

In return for the payment of the Grant, the amount of which is set out in the Grant Award Letter, by the Council to you and your promise to complete the project described in the Grant Award Letter (the "Project"), the Council and you agree as follows

1. COMMENCEMENT AND DURATION OF GRANT AGREEMENT

1.1. This Grant Agreement shall start on [] and end on [] (the "Grant Agreement Period") unless extended by the Council in writing to You or terminated early in accordance with this Grant Agreement.

2. RESPONSIBILITIES

2.1. You shall use the Grant for the purposes for which it has been granted, namely for the purposes of the Project, in accordance with this Grant Agreement, Your Application Form, the Council's Grant Award Criteria and the Grant Award Letter.

2.2. You shall keep receipts for all purchases exceeding the value of £50, whether goods or services, bought using the Grant monies for a period of six years following expiry or termination of this Grant Agreement.

2.3. You shall have the necessary authority, capacity and consents to enter into this Grant Agreement and to deliver the Project.

2.4. You warrant that the execution copy of this Grant Agreement was not altered in any way when it was in Your possession prior to execution and before returning it to the Council for execution by the Council other than any alteration in respect of which You gave clear prior express notification to the Council and obtained the Council's express written consent thereto. In the event that this Grant Agreement is subsequently found to contain any alterations which were made without such notification and consent then You consent to any rectification of this Grant Agreement to reinstate the drafting to that which removes the effect of any such alterations.

3. PROJECT DELIVERY

- 3.1. You shall deliver the Project within the Grant Agreement Period to the Council's reasonable satisfaction.
- 3.2. You shall promptly inform the Council if the Project cannot be delivered within the Grant Agreement Period and request an extension. Any extension shall be at the Council's discretion.

4. COMPLIANCE WITH LAWS AND INSURANCE

- 4.1. You agree to comply with all laws regulating the way You operate, Your work practices, the work You carry out, and the staff You employ and the term "staff" shall include Your volunteers. You will have an Equal Opportunities Policy and if Your Project involves work with vulnerable adults, children, young people or other vulnerable groups, a Safeguarding Children Policy and or Safeguarding Vulnerable Adults Policy shall be in place to promote good practice and ensure risks to vulnerable people are assessed and mitigated appropriately. You will obtain all approvals and licences and any profile checks, including but not limited to Disclosure and Barring Service ("DBS") checks, required by law. In any case You shall carry out a DBS check at a level appropriate to the role undertaken by the subject of the check on all staff engaged in a Regulated Activity (as defined in the Safeguarding Vulnerable Groups Act 2006) or otherwise where DBS advice or guidance or a risk assessment shows such a check is desirable or necessary provided always that the law permits such a check to be carried out.
- 4.2. You shall comply with the Equality Act 2010 and shall not treat one individual or group of people less favourably than others because of age, disability, gender reassignment, marriage and civil partnership, race, religion and belief, pregnancy and maternity, sex and sexual orientation and, further, shall seek to promote equality among Your employees and generally.
- 4.3. You shall maintain and procure proper insurance policies relevant to Your activities including any assets provided by the Council and shall when requested by the Council provide evidence of such insurance on demand.

5. CONFIDENTIALITY AND OBLIGATIONS UNDER THE FREEDOM OF INFORMATION ACT 2000 AND OTHER LEGISLATION

- 5.1. You agree where necessary in relation to this Grant Agreement or the Project to assist the Council as reasonably requested by the Council in meeting its legal obligations under the Freedom of Information Act 2000. You shall keep confidential all information and data received in whatever form pursuant to this Grant Agreement.
- 5.2. You acknowledge that You are subject to the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (together the "Data Protection Legislation") and shall at all times assist and co-operate with the Council to enable the Council to and to ensure that You comply with all obligations relating to the storage, processing and sharing of data and notification requirements under the Data Protection Legislation, as may be superseded or amended by any subsequent statute, statutory provision or subordinate legislation.
- 5.3. You shall process personal data only in accordance with the requirements of the Data Protection Legislation and this Agreement unless required to do otherwise by law, in which case and if it is so required You shall promptly notify the Council before processing the personal data unless prohibited by law.
- 5.4. You shall ensure You have in place appropriate technical and organisational measures whose effectiveness You regularly assess and evaluate to protect against unauthorised access to, loss of or destruction of personal data (a "Data Loss Event") having taken into account the nature of the data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any such technical and organisational measures.

- 5.5. You agree, at the written direction of the Council, to delete or return to the Council all personal data (and any copies of it) which have been provided to You by the Council and in any event on termination of this Grant Agreement unless required by law to retain such personal data.

6. PAYMENT OF GRANT

- 6.1. The Council will pay You the Grant in accordance with the payment profile and in accordance with the payment method set out in the Grant Award Letter. You shall return any part of the Grant which remains unused at the end of the Grant Agreement Period.
- 6.2. The Council does not guarantee the payment of the Grant or any part of it. It reserves the right to withdraw its offer of Grant funding at any time during the Grant Agreement Period, acting reasonably, giving a notice period of not less than 90 days. The Council does not guarantee payment beyond the Grant Agreement Period.
- 6.3. Without affecting its general right to withdraw its offer of Grant funding under clause 6.2, where the Grant Agreement Period is for a period of more than one year the Council may, where acting reasonably it decides it is necessary as a result of budgetary considerations, including but not limited to any reduction in the funding supplied to the Council by external agencies, reduce the amount of or withdraw completely any Grant funding in the year or years subsequent to the first year of the Grant Agreement Period, by giving You not less than 90 days notice. Where the Council reduces the amount of or withdraws completely any Grant funding the reduction or withdrawal shall take effect on the day after the final day of the 90 day notice period.

7. ASSIGNMENT

- 7.1 You shall not assign, novate, sub-contract or otherwise dispose of any or all of Your rights and obligations under this Grant Agreement without the prior written consent of the Council which may be granted subject to such reasonable conditions as the Council may require.
- 7.2 The Council may by written notice to You assign, novate, outsource or otherwise dispose of any or all of its rights and obligations under this Grant Agreement at any time to any person having the legal capacity, power and authority to become a party to and to perform the obligations of the Council under this Grant Agreement.
- 7.3 In the event that You wish to assign, novate, sub-contract or otherwise dispose of any or all of Your rights and obligations under this Grant Agreement and the Council grants consent thereto then You shall pay to the Council upon receipt of an invoice, in accordance with the rates applicable at the time of the assignment, novation, outsourcing or other disposition (and such rates may be obtained from the Council's Service Director: Legal & Governance on request), all reasonable legal, administrative and other costs, charges and expenses incurred by the Council in connection with such assignment, novation, outsourcing or other disposition as applicable.

8. MONITORING REVIEW AND GRANT COMPLETION REPORT

- 8.1. The Council and You will each appoint a Grants Officer to act on Our behalfs on all matters in relation to the Grant Agreement and the Project. For the purposes of this Grant Agreement the Council's Grants Officer shall be as stated in the Grant Award Letter and Your Grants Officer shall be the person stated in the Grant Application Form.
- 8.2. Up to date, accurate and comprehensive records and monitoring information must be kept by You which show how the Grant funding has been used for the term of this Grant Agreement and for a period of 6 years after its termination howsoever caused.
- 8.3. The Council reserves the right to meet with Your Grants Officer at a time agreed between Us, to discuss the information collated by You under clause 8.2 and to carry out a review of the Project.

- 8.4. Without affecting Your obligation to keep the records and monitoring information set out in clause 8.2 You must submit to the Council the monitoring information prescribed in the Grant Award Letter at the times prescribed in the Grant Award Letter to show how the Grant funding was used and who benefited and You shall also submit to the Council any other evidence of how the Grant was spent that the Council may reasonably request from time to time.

9. TERMINATION

- 9.1. The Council may terminate this Grant Agreement by notice having immediate effect and recover from You the whole or part of the Grant where You have: offered, given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or agreeing not to do or for having done or having agreed not to do any act in relation to this Grant Agreement; committed any offence under the Prevention of Corruption Acts 1889 to 1916 or the Bribery Act 2010; or given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972.
- 9.2. Where the Council withdraws its offer of Grant Funding under clause 6.2 or clause 6.3 the Council may terminate this Grant Agreement by giving a period of notice equivalent to the period of notice required under the relevant clause.
- 9.3. The Council may terminate this Grant Agreement by written notice having immediate effect and recover from You the whole or any part of the Grant if You fail to comply with Your obligations to provide monitoring information and records set out in clause 8.
- 9.4. The Council shall not be liable for any direct and indirect losses howsoever incurred by You upon the termination of the Grant Agreement.

10. COMMUNICATION AND NOTICES

- 10.1 Any notice or other communication whatsoever which either party is required or authorised by this Grant Agreement to give or make to the other shall be in writing, signed by or on behalf of the party giving it and shall be served by delivering it personally or by sending it by pre-paid first-class post, recorded delivery or registered post, to the address and for the attention of the relevant party notified for such purpose and a notice shall be deemed to have been received:
- 10.1.1 if delivered personally, at the time of delivery; or
- 10.1.2 in the case of pre-paid first-class post, two Working Days from the date of posting.
- 10.2 In proving service, it shall be sufficient to prove that the envelope containing the notice was addressed to the relevant party at its address previously notified for the receipt of notices (or as otherwise notified by that party) and delivered either to that address or into the custody of the postal authorities as pre-paid first-class post, recorded delivery, registered post or airmail letter.

11. PUBLICITY

- 11.1 In any publicity relating to the Project You will acknowledge the Council's financial support.

12. THIRD PARTIES

- 12.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Grant Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

13. COMPLAINTS

13.1 You shall deal with any complaints about the Project, received from whatever source, in accordance with your complaints procedure, which shall be made available to the Council on request. You shall keep a written record of all complaints received in respect of the Project. You shall provide the Council's Grants Officer with a summary in writing of all complaints received about the Project. The Council shall use the information received in this clause 13 as part of its monitoring and review process described in clause 8 above.

14. DISPUTE RESOLUTION

14.1. We shall use Our reasonable endeavours to resolve by agreement any dispute between Us with respect to any matter relating to this Grant Agreement.

14.2. In the event that a dispute cannot be resolved by agreement under clause 14.1 We may by agreement refer the matter to an independent person whose decision shall be final and binding. The expenses incurred by such appointment shall be met equally between Us.

15. NATIONAL FRAUD INITIATIVE

15.1. The Council is under a duty to protect the public funds it administers and consequently may use information about or in relation to You which it has acquired in relation to the Grant Agreement or otherwise for the prevention and detection of fraud. Accordingly the Council may share for such purposes all such information with other bodies responsible for auditing or administering public funds, including participation in the National Fraud Initiative, and You acknowledge and consent to such use and sharing of all such information. For the purpose of this clause 15 the "National Fraud Initiative" means the sophisticated data matching exercise (or any similar successor exercise) run by the Audit Commission (or any successor body) under Part IIA of the Audit Commission Act 1998 which matches electronic data within and between participating bodies, including by way of example, local authorities, to prevent and detect fraud.

16. ENTIRE AGREEMENT

16.1. This Grant Agreement constitutes the entire understanding between Us relating to the subject matter of this Grant Agreement and, save as may be expressly referred to herein, supersedes all prior representations, writings, negotiations or understandings.

This grant agreement is for information only and does not need to be signed at this time. If your grant application is successful you will be sent a grant agreement to sign.