

# **Events & Festivals Grant**

## **Application Guidelines**

### **2023/24**

Please fully read this document before you complete the application form

# Contents

Introduction .....	3
The application process .....	3
When to apply .....	3
Events and Festivals Grant Criteria .....	4
Types of events and festivals the grant can fund .....	4
How much to apply for? .....	4
Who can apply? .....	5
Who can't apply? .....	5
What can be funded? .....	5
What can't be funded? .....	5
Guidance .....	6
Green City .....	6
Fees/charges .....	7
Food and drink .....	7
For-profit organisations and sole traders .....	7
Commercial sponsorship .....	7
Standard Grants Criteria for organisations .....	8
Question Guidance .....	10
Supporting Documents .....	13
Estimates / quotes from an external source .....	13
Governing document .....	13
Annual accounts .....	14
Equal opportunities (equality, diversity) policy or statement .....	14
Safeguarding Children and Safeguarding Adults policies .....	14
Advice for Applicants .....	14
Help with filling in the form .....	14
'Friends of' groups .....	14
Successful applications .....	15
Grant award letter and agreement .....	15
Payment .....	15
Monitoring and receipts .....	15
Events & Festivals Grant Agreement .....	16

## Introduction

The council is offering grants to support event organisers to hold events and festivals across the city. Grants of between £250 and £5,000 (up to £10,000 in exceptional circumstances) are available to support up to **50%** of the costs of events and festivals that are accessible to the general public.

We expect to split the funding approximately equally between events and festivals happening in Guildhall Square/Cultural Quarter and events and festivals happening around the rest of the city.

The Events and Festivals Grant is designed to provide one-off grants for events or festivals and does not guarantee funding for future years. 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 Events and Festivals 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 or by post\*
- We assess your application and tell you our decision
- Successful applicants return their signed grant agreement and their grant is paid
- You hold your event/festival and complete the short 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.

Applications must be submitted **no later than 12 weeks** before your event/festivals date.

## When to apply

You can apply any time up until **31<sup>st</sup> January 2024**, for events to be held before 31<sup>st</sup> March 2024.

Grants will be awarded on a first come first served basis. The grant may close earlier if all the funding has been allocated. Check our website or contact us at [grants@southampton.gov.uk](mailto:grants@southampton.gov.uk) for the latest information.

## Events and Festivals Grant Criteria

The Events and Festivals Grant criteria are listed here, along with explanations and examples.

### Types of events and festivals the grant can fund

The council would like to support large scale events and festivals within the City of Southampton boundaries that benefit residents and visitors to the city, increase pride in the city, bring different people together, generate interest in the city, increase its profile and maximise economic benefits.

The events/festivals should:

- be free or low cost and openly accessible to the general public (please see the guidance on fees/charges, page 8)
- be inclusive, accessible and attractive to a diverse, new or broad range of audiences
- encourage visitors to Guildhall Square and the Cultural Quarter and increase the time they spend there
- enhance the events programme at generally quieter times of the year (winter/spring)
- take place before 31 March 2024
- help to develop event co-ordination skills, making future events/festivals more sustainable
- demonstrate there is a strong delivery team in place
- demonstrate a commitment to environmental sustainability – see also the section on Green City
- demonstrate a commitment to financial sustainability
- contribute to the well-being of the residents of the city
- provide value for money
- demonstrate partnership working
- compliment, not duplicate, existing/established or already advertised events/festivals
- engage fully with the city's events safety advisory group and comply with the council's terms and conditions for events in the city <https://visitsouthampton.co.uk/about-us/information-for-event-organisers>. Please allow at least 12 weeks for this process.

### How much to apply for?

Up to £2,500:

- for new events/festivals that are likely to attract more than 2500 people in a single day

Up to £5,000 (up to £10,000 in exceptional circumstances):

- for established events/festivals that have of a track record of attracting more than 5,000 in a single day. Your event/festival could be spread over a maximum of two days, in which case we may accept a total of 7,500 attendees in total.
- for new events/festivals where the organisers can evidence a track record of previous successful events attracting more than 5,000 people
- Please note, applications between £5,000 and £10,000 will only be considered in exceptional circumstances. If you are considering an application at this level please contact us to discuss it before you apply.

### Who can apply?

- Local voluntary and community groups, social enterprises and not-for-profit businesses.
- Faith groups for non-religious community events
- 'Friends of' (or similar) groups for events/festivals they hold on their own or in partnership with their 'parent' organisations. Please also see the notes on 'Friends of' groups, on page 16.
- Schools, PTAs or 'Friends of...' schools groups for open access events and festivals outside school hours
- For-profit businesses or sole traders (applications will be considered on a case by case basis)
- Priority will be given to residents and organisations / businesses based in the City of Southampton

### Who can't apply?

Applications are **not** accepted from:

- Groups who have already received funding from Southampton City Council for the same event/festival, such as a Community Chest grant

### What can be funded?

Up to **50%** of the event/festival costs. For example:

- Insurance
- Licences – events, music, etc.
- Equipment and materials needed to stage your event
- Recycling facilities
- Publicity materials, including digital publicity, newsletters and flyers/posters (please also refer to the Green City section for paper-based publicity materials)
- Training for events staff/volunteers, such as first aid
- Volunteer expenses
- Safety equipment, such as temporary fencing or hi-vis vests for event staff/volunteers
- Portaloos and post event clean up
- Fees for services - like crèche facilities, guest speakers, artists, entertainers, etc.
- Grants and anything bought with grants must be used directly by the applicant and cannot be transferred to any other organisation or affiliate, except by consent of the Council.

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?

We will **not** fund events/festivals that:

- are unlikely to attract at least 2,500 people in a single day (or 7,500 people over two days if applying for up to £5,000)
- have already received funding from the council in this financial year
- are arranged by organisations that have failed to deliver events/festivals in the past

- happen before we confirm the grant (you should leave at least 12 weeks after applying to be sure)
- rely on Southampton City Council as their sole source of resourcing – at least 50% of your resources need to be raised elsewhere (this could include in-kind support)
- promote religious or political beliefs
- benefit a single community or small group of communities
- have previously been funded by the council and failed to comply with project monitoring / reporting requirements
- would use the grant as a prize fund, raffle, competition or similar
- are arranged by groups that are in debt to the council
- Private events
- Food expenses (except volunteer expenses)
- Items that mainly benefit individuals
- Advanced and/or expensive equipment without clear evidence of why these are necessary

## Guidance

### Green City

The council recognises the importance of taking a proactive approach to environmental management and strives to ensure that all events/festivals are managed with environmental responsibility at the forefront of decision making.

The council has recently introduced a [Green City Charter](#) which aims to create a cleaner, green, healthier and more sustainable city. In practical terms we are keen to ensure that the impact of your event/festival on the environment is minimised and want you to make the right choices and consider all elements of your event to help achieve this goal.

Consideration should be given to all aspects of your event including:

- Using alternatives to single use plastics
- Not permitting plastic straws or single use plastic bags
- Making use of re-usable or compostable cups
- Using alternatives to paper-based publicity. If paper-based publicity is necessary, due to the nature of your event and/or your target audience, ensure the materials are recyclable and recycled after the event
- Avoiding mixed material packaging
- Using re-usable bungee or Velcro straps rather than plastic cable ties
- Utilising reusable water bottles / drinking vessels
- Providing easy to use recycling facilities and ensuring that they are used
- Using low-energy electricity options such as LED lighting and ensuring all equipment is turned off when not in use
- Using bio-diesel generators where possible
- Ensuring water usage is monitored and taps are turned off when not in use
- Using temporary toilets with a low-capacity flush and low-flow or sensor taps for hand washing
- Encouraging visitors to travel to the event via public transport
- Using local suppliers where possible to reduce travel distance

## Fees/charges

The council aims to encourage events/festivals that are free to participate in or free to spectate, however, we appreciate that in order to be financially sustainable it may be necessary for some events/festivals to charge a small entrance fee to help cover costs. The council supports this providing the fee is reasonable, does not create a barrier to attending the event/festival for Southampton residents and the fee is used to cover the costs of the event/festival or used as seed funding for future events/festivals.

Fees/charges for activities or refreshments at free events/festivals are also acceptable.

## Food and drink

If food and drink will be available at your event/festival, either free or to purchase, organisers should give consideration to:

- how you can enable attendees to make healthier food and drink choices, if they wish to
- Southampton being a multi-cultural, inclusive city with a wide range of dietary needs and preferences

## For-profit organisations and sole traders

The council is happy to support profit-making organisations and individuals to establish public events/festivals in the city that draw in people, encourage different people to come together, celebrate diversity and support the wider economy, especially if it allows those events to be offered free to the general public. However, we will not subsidise events that can clearly cover their costs without the grant funding.

## Commercial sponsorship

Applicants must contribute 50% of their event costs and this may include commercial sponsorship. The council reserves the right to decline applications or request the return of grant funds if you obtain commercial sponsorship from companies who provide services that are deemed to be in competition or have a conflict of interest with services provided by the council or our commissioned partners or subsidiary organisations.

Applicants are required to provide details in the application form of any commercial sponsorship they already have or sponsors they intend to approach. Successful grant recipients are required under the terms of the grant agreement (clause 17) to notify us of any commercial sponsorship obtained after the grant is awarded.

Examples of competing services are:

- Energy companies
- MOTs
- Wedding venues
- Crematoriums / bereavement services
- Tree maintenance / landscaping
- Street cleansing
- Pest control
- Building maintenance / repairs
- Commercial waste
- Car parks
- Telecare / assistive technology
- Museum / Art Gallery

In some circumstances the council may be able to offer you alternative commercial sponsorship. If you are in receipt of commercial sponsorship from the council this is considered separately from your grant application and is not included in the maximum 50% of costs which can be covered by the grant.

## Standard Grants Criteria for organisations

Southampton City Council is keen to support activities in the city 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:

#### **1. 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.

#### **2. 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.

#### **3. 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.

#### **4. 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

## 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 our preferred way to contact you.

You do not need to be a registered charity, company or community amateur sports club (CASC) to apply to the Events & Festivals Grant, but if you are we'd like your registration number.

### Q2 What does your organisation do?

In 50 words or less, please summarise the purpose of your organisation or business. For example:

“We are an arts organisations that works with other arts and community organisations to increase engagement in the arts.”

“We are an event management company that works with local organisations to establish and develop events and festivals.”

### Q3 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 Events & Festivals Grant criteria, which you can find on page 4 of these guidelines.

Bad example	Good example
“We need funding for event costs.”	“We would like a grant towards the costs of holding a healthy choices event in Guildhall Square. We need funding for advertising, perimeter fencing, PA system hire, waste bins and clean-up costs, and travel and lunch expenses for the volunteer stewards.”

### Q4 How much money are you applying for and what do you intend to spend it on?

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

Bad examples	Good examples	Cost
Event costs	Perimeter fencing	£468
Event costs	PA system hire	£500
Advertising costs	Posters / flyers	£600
Advertising costs	Facebook boosts	£320
Volunteer expenses	Volunteer travel and lunch expenses	£500
<b>Total</b>		<b>£2,388</b>

You also need to submit estimates/quotes from an external supplier with your application and full budget plan to show how the grant fits within the overall budget. Please see the [Supporting Documents](#) section for more information.

**Q5 What is the date of the event / festival?**

Your event / festival should take place at least 12 weeks after the grant closing to allow enough time for your application to be assessed. However, we recommend you apply as soon as possible.

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

Please give approximate figures of how many people you expect to attend this event / festival.

Southampton City Council can only fund projects that benefit residents of the City of Southampton. If your project includes residents from outside the city you will need other funding to cover those costs or be able to demonstrate significant benefit for Southampton residents (i.e. economic benefit).

**Q7 How have you arrived at this expected attendance figure and what experience to do you have in organising events?**

If the event / festival has been held before in Southampton you can use the previous attendance figures and organisation experience as your evidence.

If this is a new event / festival, please explain how you have come up with the expected figure. Have you organised other events / festivals of this size, or this event in another city? If you don't have any events organisation experience, are you working with another organisation which does? The council is happy to support new events / festivals, but we have a limited amount of funding available and want to be sure the events / festivals have a reasonable chance of success.

**Q8 and Q8a Which priority does your project support? Please explain how you will meet this priority.**

The council has four priority outcomes that apply to all our grants:

- Growth
- Wellbeing
- Our Greener City
- Communities, Culture & Heritage

Tick the box of the priority what you are applying for contributes most to. You must contribute to one of these priorities to be eligible for funding. In 100 words or less please explain how what you are applying for contributes to the priority you have ticked.

Bad example	Good example
"Our event will teach children and young people about healthy choices"	"Our event will engage children and adults in fun activities to help them learn about healthy choices in their lives. This includes taster sessions for different sports and exercise classes, advice on healthy eating, how you can eat healthily on a budget and how to stop smoking. Our aim is to show people that living healthily can be easy, cheap and fun, giving them tools for life."

**Q9 What do you hope to achieve with this grant? If this is an established event, what added benefit will the grant bring for local residents?**

We would like to know about the difference our grant will make and whether that will continue beyond the event / festival. How will having this grant enable you to help local residents? Will it provide seed funding that will enable the event / festival to become self-sustaining in the future? Will it enable you to try out different things to see which works best in attracting people to your event / festival?

If this is an established event we would like to know about the added benefit the grant will bring for local residents? What will be different from previous events when you didn't have the grant funding?

**Q10 How will you ensure your project reaches all residents or meets the needs of specific groups?**

The grant funding is for the benefit of ALL residents in the city. How do you make sure your group, activities and events are open and accessible to everyone that would like to attend? For example, a residents association should make every effort to advertise their activities to all the houses within their area of benefit.

Groups must not discriminate against anyone.

All applicants must provide their equal opportunities policy or statement (also known as an equality policy or diversity policy) with their application.

**Q11 How will you match fund this grant?**

The Events & Festivals Grant can only provide up to 50% of the total resources needed for your event / festival. You must raise at least 50% of the total resource needed – this is known as match funding. This may be cash through charging an entrance fee, stall holders fees, other grants or profits from a previous event. It may be support in kind from other organisations. For example, a partner organisation may commit to providing a minimum number of staff, or another may provide a PA system in return for advertising space at the event.

Please provide a full budget for your event/festival showing how this grant will fit into your overall budget.

**Q12 Do you have any commercial sponsorship for this event, or plan to approach organisations for commercial sponsorship?**

We would like to know the organisations or brands of any sponsorship for your event that you have already agreed or sponsors/brands you plan to approach. This is to ensure there is no competition or conflict of interest with the council's services. We may request details of the sponsorship if they are needed to fully assess your application. Successful applicants will also need to notify us if you obtain any commercial sponsorship after the grant has been awarded. Please also see the section on commercial sponsorship on page 7 of these guidelines.

**Q13 Have you applied for any other funding towards this project?**

You might have applied to another funder for a different part of the same event / festival. Or you might have applied to more than one funder to increase your chances of getting funding. We ask for details of this to make sure we don't duplicate the funding. If you are still waiting for a decision from the other funder please give details of when you are likely to hear.

**Q14 If we can only part-fund your project will it still go ahead?**

Our grants usually receive more applications than they can fund 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 additional match funding from another grant funder or from donations? Would you scale down your event / festival? Would the whole event / festival be cancelled?

**Application Checklist**

The application checklist has details of all the supporting documents you need to submit with your application.

We prefer all supporting documents are emailed, however if you are not able to do this you can post them or hand deliver them (in a sealed envelope) to the Civic Centre. The email and postal addresses are in the 'Advice to Applicants' section of this document and also shown on the online form.

Supporting documents required:

- Estimates / quotes – your application will not be accepted without these
- Full budget – please send us your budget plan or download and complete our template from the website

For organisations we also require:

- Governance document/s
- Accounts
- Equal opportunities policy or statement (if not included in governance document)

- Safeguarding policies – you do not have to submit these with your application, but we reserve the right to request them if they are relevant for your event / festival

If you have any problems with supplying your supporting documents please contact us for advice.

### **Emailing your application**

Please attach your documents directly to the email. We do not have access to file sharing services, such as Google Docs.

Our email system can only accept emails up to 20MB in size. If you are sending documents with large file sizes, such as photos or some scanned documents, you may need to split your application over several emails. Please be aware that using zip files does not always work as our system will still judge your email on the total file size rather than the zip file size.

### **Checking you application has been received**

We aim to confirm receipt of grant applications within 1 working day. However, this may take longer if you submit your application on the closing day or the day before as this is when the majority of applications are received.

If you intend to call to check your application has been received please allow 15 minutes after you send the email. All attachments on emails are scanned by our virus software. This can cause a few minutes delay before we receive your application.

## 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 ensure 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

These could be a written quote from a supplier (on headed paper or an email), a page from a catalogue, a price leaflet, a link to an item for sale on a website or if it's something you pay for regularly you could use a recent invoice or receipt.

We ask for estimates/quotes for three 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 perimeter fencing you want to hire is suitable for the event / festival site.
- 3) To ensure what you are asking for will provide good value for money.

### **For organisations / businesses we also ask for:**

Governing document (constitution, memorandum and articles of association, etc.)

This shows us that you are properly set up as a group and can do the activities you are requesting the funding for. We also check the dissolution clause to see what will happen to any assets bought with the grant funding if your group decides it can no longer continue.

## Annual accounts

All applicants that are more than 1 year old must submit annual accounts for their last financial year. For most groups accounts can be done on a receipts and payments basis. This simply lists all money received and paid out by the group in the year in question and a statement giving details of its assets and liabilities at the end of the year.

Information on when voluntary, community and social enterprise sector accounts need to be independently examined or audited is available in the Charity Commission leaflet CC15d – Charity Reporting and Accounting: The essentials November 2016 <https://www.gov.uk/government/publications/charity-reporting-and-accounting-the-essentials-november-2016-cc15d>

## Equal opportunities (equality, diversity) policy or statement

The council has a legal duty to ensure it does not discriminate against anyone that wants to use its services. This means everyone the council funds through grants must also ensure they do not discriminate against anyone that wants to take part in the activities and events.

All applicants must have either an equality statement in their governing document or a policy stating that they will not discriminate against anyone and will not allow their members/users to discriminate against anyone.

## Safeguarding Children and Safeguarding Adults policies

If your project involves working with children or vulnerable adults you must have appropriate Safeguarding policies in place. You do not need to submit these with your application but we reserve the right to request them if they are relevant to your event / festival.

If you don't have all the information or documents please email or phone us for advice.

## Advice for Applicants

### Help with filling in the form

If you have any problems with filling in the form, or have any questions, please contact the Grants team and we will be happy to help:

Email: [grants@southampton.gov.uk](mailto:grants@southampton.gov.uk)

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

### 'Friends of' groups

Some statutory services, such as schools, libraries and parks, and occasionally some voluntary organisations have 'Friends of' or supporters groups. While we are happy to support such groups, we can only fund projects which are either directly run by, or in partnership with, the 'Friends of' group. We are not able to fund projects where the funding or anything bought/paid for with it will be transferred to another organisation.

Good example, a 'Friends of' group of a park applies to hold a community event in their park in partnership with the council (which owns the park). This would be eligible for funding as the funding will be used by the 'Friends of' group for their activities.

Bad example, a 'Friends of' library group applies for funding the library service to hold a community event. This would not be eligible for funding as the money will be used for library activities and not the 'Friends of' group's activities.

## Successful applications

### Grant award letter and agreement

If your application is successful we will email you a grant award letter and our grant agreement (the terms and conditions). To accept your grant you need to sign and return a copy of the grant agreement, preferably by email.

You can sign your grant agreement in several ways:

- Electronically (most touch screen devices will allow you to do this)
- Print the signature page, sign it and scan it to create an electronic copy
- Print the signature page, sign it and post it to the address you will be given in the email when we award the grant (you can also hand deliver it in a sealed envelope)

An example of our standard terms and conditions can be found at the end of this document, starting on page 17.

### Payment

Grants are paid once your signed grant agreement has been returned. Our standard payment terms are 30 days, however, we aim to make grant payments quicker than that.

Payments are made via BACS transfer where possible. A BACS form will be included with your grant award and needs to be returned with your signed grant agreement. There are some types of account that we cannot make BACS transfers to, including savings accounts and building society accounts. If you have one of these your grant will be paid by cheque.

### Monitoring and receipts

All applicants must complete a short monitoring form at the end of the grant award period. You must submit copies of receipts for all expenditure along with the monitoring form.

# Events & Festivals 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 OF 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 by the Council to You, the amount of which is set out in the Grant Award Letter, 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 behalves 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.

## **17. Commercial Sponsorship**

17.1 On and from the date of this Grant Agreement up to and including the last day of the Grant Agreement Period You shall give the Council notice of all commercial sponsorship for the Project offered by third parties ('Commercial Sponsorship') in so far as not already disclosed to the Council in Your Application Form and shall do so before entering into any binding agreement for acceptance by You of such sponsorship, and in respect of each such offer of Commercial Sponsorship if the Council reasonably considers that the Commercial Sponsorship would have a negative impact on the Council's own commercial services or interests competing with those of the sponsor the Council may, subject to clause

17.4, offer alternative sponsorship of the same value and where the Council opts to offer alternative sponsorship it shall inform you in writing and You shall, by notice in writing, either:

17.1.1 accept the Council's alternative sponsorship, in which case You shall not accept or enter any agreement to accept the Commercial Sponsorship and the relevant funding shall become part of and due and payable by the Council at the same time as, the Grant or the next instalment of the Grant due or where the Grant has already been paid in full it shall become payable within 21 days of Your notice; or

17.1.2 reject the Council's offer of alternative sponsorship in which case, notwithstanding any other provision of this Grant Agreement, the Council will be under no further obligation to pay the Grant and the Council may demand immediate repayment of the Grant or any part of it already paid to You and You shall repay the Grant or the relevant part within 7 days of such demand.

17.2 You shall promptly provide to the Council on demand such reasonable evidence of the offer of Commercial Sponsorship as it may reasonably require in response to a notice given by You under clause 17.1.

17.3 If You accept or enter into an agreement to accept any Commercial Sponsorship without first having given the Council notice in accordance with clause 17.1 the Council may demand immediate repayment of the Grant or any part of it already paid to You and You shall repay the Grant or the relevant part within 7 days of such demand.

17.4 If you have given the Council notice of proposed Commercial Sponsorship in accordance with clause 17.1 and the Council has not offered alternative sponsorship within 14 days of its receipt of the notice, or where the Council has demanded evidence of the offer in accordance with clause 17.2, within 14 days of receipt of the evidence, You may accept the Commercial Sponsorship offered without further reference to the Council.

17.5 The Council may require you not to accept or may require you to remove from its association with the Project any Commercial Sponsorship or other sponsorship which is offensive or in the Council's reasonable opinion is likely to bring the name of the Council or its officers into disrepute or would otherwise in the Council's reasonable opinion be likely to embarrass or negatively affect the reputation of the Council or its officers and any failure by You to comply with this clause shall give the Council the right to demand immediate repayment of the Grant or any part of it already paid to You and You shall repay the Grant or the relevant part within 7 days of such demand and no further Grant shall be payable to You by the Council.

**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.**