



Conditions of grant agreement

In this agreement 'we' means the governing body of the third sector adventure playground that is responsible for delivery of the funded project, acting in accordance with its governing document. It also means staff, volunteers, other people or agencies involved in delivery or management of the funded project.

'You' means Play England as the national body managing the programme and distributing the funding on behalf of the Department for Children, Schools and Families (DCSF). It also means agents acting on behalf of Play England as part of NCB or on behalf of DCSF.

1. We will only use the grant for the purposes set out in our application form and project plan and we will not make any change to the project without your prior written agreement.
2. We will inform you immediately of any change to our governing document, the status of our governing body, sharing or transfer of assets funded by the grant and any other changes that materially affect delivery of the project.
3. We will complete progress reports in the format supplied by you and return them to you by 30 September and 31 December 2009. We will confirm in both reports whether we are on track to spend the full grant by 31 March 2010.
4. If we become aware at any time that we may not be able to spend the whole grant on the project by 31 March 2010, we will inform you immediately. If you judge that we will not be able to spend the full grant by 31 March 2010, we will return the unspent amount to you when you ask us and in any case not later than 31 December 2009.
5. You will not increase the grant if we spend more than the agreed budget set out in our project plan. You may at your discretion provide additional grant from underspend elsewhere in the programme if you judge that we can spend the additional money in full by 31 March 2010 to enhance or add value to our project. We will provide the necessary information in the agreed format to inform your judgement if you ask us.
6. We will return all or part of the grant at your discretion if:
 - we fail to meet these terms and conditions
 - we have dishonestly or misleadingly completed, or failed to include material information in, any part of the grant application, project plan, progress and final reports
 - members of our governing body, staff or others concerned with the project act dishonestly or negligently in any way that could adversely affect the reputation of the grant programme, Play England, NCB or DCSF
 - there is a significant change in the purpose of our governing body; the adventure play service to children and young people; the ownership, lease or

other tenure arrangement for the playground site; or any other change that in your judgement makes us unable to use the grant for the purpose awarded

- we become legally ineligible or in any other way unable to hold or use the grant.
7. We will send you a final grant report in the agreed format by 31 March 2010. This will include a photograph of the updated or modified area(s) along with our written consent for you to use the information in our report and photograph(s) for reporting, publicity, and promotion purposes including reports to DCSF; printed, electronic and web-based publications and other media; presentations at conferences and other events; and any other uses at the discretion of Play England or DCSF.
 8. Where photographs include children or young people, we will confirm in writing that we have obtained signed parental consent for each child or young person depicted using the format that you supply, and we will send you the signed consents when you ask us.
 9. We will acknowledge the grant in our publicity materials, reports or presentations on the project, annual reports and accounts, and will follow your branding and publicity guidelines at all times.
 10. We will confirm that employer and public liability insurance is held throughout the period of the grant, and send you copies of insurance certificates when you ask us.
 11. We will tell you immediately about any changes in our core or project funding, legal claims, investigations, inspection reports or any other changes that could adversely affect the project or the reputation of Play England, NCB or DCSF during the period of the grant.
 12. We will give your staff or agents acting on your behalf free access to our records, the playground site, staff and governing body members, children and young people. You can use the information we provide for monitoring and evaluation purposes of this funding programme. You will ensure that any staff member or agent acting your behalf has the appropriate safeguarding, information sharing and data protection checks in place.
 13. We will keep financial records showing revenue and capital income and expenditure on this project for the period required by our governing document and legal and regulatory requirements. We will supply you with these when you ask us.
 14. We will ensure that we have recruitment, selection, employment and commissioning or contracting policies and procedures that comply with the law and regulation in place at all times. We will send you copies of job descriptions and person specifications, commissioning and contract briefings or invitations to tender, advertisements and letters of appointment when you ask us.
 15. Where we use an element of the grant to pay for back cover for existing staff to release them or extend their existing hours to work on the project we will ensure this is clearly separated from on-going core or project salaries and accounted for as such.

16. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.
17. We will keep all receipts and invoices for capital items, commissions and contracts over £250 and send copies to you when you ask us.
18. We will fully cooperate with any investigation carried out by you or another agency in relation to the grant. You will not accept any liability arising from direct or indirect consequences arising from such investigations, whatever the outcome.
19. We will not assign any of our rights under this agreement or any part of the grant award to any other or successor body, except where this has been explicitly agreed by you as part of a joint or consortium application we have made with one or more other playgrounds. You may assign any of your rights under the grant agreement to any other or successor body.
20. You may vary the conditions of grant in any other way at your discretion if you judge that this is necessary or desirable to make sure that the project is delivered as set out in our application and project plan or following any agreed changes.

Declaration

We confirm that the organisation named in our application form and project plan has authorised us to sign this agreement on their behalf.

We certify that the information given in the application and project plan is true and confirm that the enclosures are current, accurate and adopted or approved by our organisation.

We understand that any offer of grant will be subject to terms and conditions and we confirm that the organisation has the power to accept this grant if the application is successful and to repay it if the grant conditions are not met.

We have not altered or deleted the original wording and structure of the application form or project plan as it was originally provided or added to it in any way.

We understand that you require each signatory to this declaration to provide their full name, home address and date of birth for fraud prevention and detection purposes.

Chair

Name

Home address

Postcode

Signed

Date

Treasurer

Name

Home address

Postcode

Signed

Date



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