



## Greater Manchester Green Spaces Fund

### Terms, conditions and reporting requirements for a grant approved by the Greater Manchester Environment Fund

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#### We understand and agree that:

1. The grant will be used only for the exact purpose specified in the approved application, and no other purpose. The offer letter, which confirms the award, will also explain if the Greater Manchester Environment Fund (hereafter GMEF) wants us to alter any part of this application.
2. No major change can be made to the project without the express written approval of the GMEF.
3. We will not sell or otherwise dispose of any equipment or other assets purchased with the grant without the express written approval of the GMEF. If we sell any equipment or assets, we may have to repay a part of any money so received. The amount which we repay will be in direct proportion to the share of the project costs which came from the GMEF. The decision taken by GMEF on the amount to be repaid will be final, except in the case of a clear error.
4. No purchase or order of any goods or services specified by this approved application has been made before we received the offer letter confirming the grant.
5. We will inform the GMEF of any changes to our bank or building society accounts.
6. We will comply with any relevant legislation affecting the operations of the project.
7. We will acknowledge the GMEF and the funder in our Annual Report, our Chair or Secretary's report at any Annual General Meeting (AGM), the accounts covering the grant period, and in any publicity material we produce about the project. We will supply copies of all these documents if requested.
8. We agree that GMEF and the funder can use our name and the name of our project in its own publicity materials, and we will inform them of any situation where confidentiality is a particular issue.
9. We will spend the grant within one year of the date of the offer letter.
10. If we do not spend the entire grant, we will promptly return any unspent balance to the GMEF.
11. We will monitor the project for three years after the project has been completed, and complete and return all required Monitoring Reports to the schedules provided by the GMEF
12. We will ensure that the land owner will guarantee that the project can remain in place for at least 3 years after completion of the works.



13. We will complete an end of project report, using the template provided by the GMEF, and submit this to the GMEF.
14. We understand that the GMEF will not increase the amount of the grant if we overspend.
15. We will keep all financial records and accounts, including receipts for items bought with the grant, for at least two years from receipt of the grant. Receipts for items of expenditure over £200 should be retained and copies submitted with monitoring forms. These records will be made available to the GMEF on request. We understand that this does not release us from our legal responsibility to keep records for a longer period.
16. GMEF may withhold the grant, or ask us to repay the grant, in whole or part, in the following circumstances;
  - If we fail to keep this contract in any way.
  - If the application form was completed dishonestly or the supporting documentation gave false or misleading information.
  - If we do not follow equal opportunities practice in employing people, recruiting new members and providing our services.
  - If we do not implement and follow our Child Protection Policy/Vulnerable Adult Policy (if appropriate) in all aspects of our activities.
  - If any member of our governing body, staff or volunteers acts dishonestly or negligently in their work on behalf of the group at any time during the project.
  - If we fail to complete the project within one year.
  - If we close down, become insolvent, go into administration, receivership or liquidation (sequestration), or make an arrangement with our creditors.
  - If our group closes down, we will not sell or otherwise dispose of any equipment and assets without first receiving the specific written agreement of GMEF.
17. These terms and conditions will apply until we have spent the entire grant and GMEF has received and approved our monitoring report. If we bought any equipment or assets with the grant, these terms and conditions will apply until the end of the working life of the assets.
18. The GMEF reserves the right to impose further terms and conditions on the grant in the following circumstances;
  - If we are in breach of the Grant Agreement.
  - If any part of the other sources of funding for the project referred to in our application to the GMEF is withdrawn.



- If the GMEF becomes aware of any actions on the part of the members of the governing body, volunteers or staff of our organisation or any person or organisation substantially involved in the delivery of the Project which may have a detrimental effect on the Project.
  - If in the reasonable opinion of the GMEF such conditions are necessary or desirable to ensure delivery of the project in the manner anticipated in our grant application; or following an agreed change to the Project.
19. We may not assign, change, subcontract or novate this Grant Agreement or the project without the prior written consent of GMEF.
  20. This Grant Agreement shall as regard to this project supersede all prior understandings between you and us and shall constitute the whole agreement between us and shall not be modified or varied without the prior written consent of the GMEF.
  21. These conditions shall be governed by and construed in accordance with the law of England and the parties hereby choose and submit to the exclusive jurisdiction of the English courts.
  22. No provision of this Grant Agreement is intended to create any right or benefit enforceable against the parties to this Grant Agreement under the contracts (Rights of Third Parties Act 1999).
  23. We also give permission for the GMEF to record the information given in this form electronically and understand that personal information will be treated confidentially. All information will be held in line with the Data Protection Act 2018 and other relevant legislation. The only purposes the information will be used for is deciding whether or not a grant can be awarded to your group, for customer care, for publicity and for monitoring. The information will be used anonymously for monitoring purposes and will not affect the outcome of your application. By providing us with accurate information you are enabling us to improve the support we can give to voluntary and community groups across the county.
  24. We agree that my organisation will help with and be involved in publicity about the grant if we are successful and I agree to being contacted by the GMEF.