

# **Community Chest**

# **Application Guidelines 2022**

Please fully read this document before you complete the application form

Updated: May 2022

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#### Introduction

Community Chest is the council's small grant scheme which supports community groups in the city. Grants of between £100 and £2,500 are available to support projects that benefit Southampton residents.

The aim of this grant scheme is to support new community groups to start up and give an occasional boost to existing groups.

Community Chest 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: <a href="http://www.southampton.gov.uk/people-places/grants-funding/funding-newsletters.aspx">http://www.southampton.gov.uk/people-places/grants-funding/funding-newsletters.aspx</a>

### The application process

This guide has been designed to help you when applying to Community Chest. 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
- Start your project
- Finish your project and complete the monitoring form (one year after the grant is awarded)

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.

<sup>\*</sup>We prefer to receive applications and supporting documents electronically.

## Community Chest Criteria

The Community Chest criteria are listed here, along with explanations and examples.

#### Who can apply?

- Priority is given to small, unfunded, volunteer-led community groups.
- Social enterprises for start-up or additional projects outside of their core business.
- Religious groups for community activities
- 'Friends of' (or similar) groups for their own projects/activities\*
- PTA or 'Friends of...' schools groups or student groups for wider community activities outside school hours
- Groups who have an annual income of less than £250,000.
  - Groups who have an annual income of between £50,000 and £250,000 will be treated as a lower priority. This means that your application will be considered last, once all the applications in that round from groups with an annual income of less than £50,000 have been considered.
- Groups who receive funding from the council's Commissioned Grants Programme will only be considered for a grant in exceptional circumstances.\*\*
- Applications are not accepted from schools, further and higher education establishments, regardless of how they are funded (LEA, trusts, privately funded, etc.).
- Applications are **not** accepted from statutory agencies, such as the police, health, other local authorities or other Southampton City Council departments.
- Applicants must demonstrate that members/attendees make contributions towards the group/project unless there are exceptional circumstances not to do so.
  - Examples of contributions include, lunch clubs charging £2 per meal, community fun day charging 50p for refreshments, sport taster sessions charging 20p a go or a community group charging an annual membership fee of £1.
  - 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.
- Groups who received funding from Community Chest in the previous or current financial year will only be considered for a grant in exceptional circumstances.\*\*

Received grant

Between 1 April 2020 and 31

March 2021

Between 1 April 2021 and 31

March 2022

Eligible to apply again – after

receipts for previous grant From April 2022 From April 2023

have been submitted

\*\* Examples of the kind of exceptional circumstances the council would consider are things such as fire, flood or theft, if the group was unable to continue without support.

#### What can be funded?

- Insurance
- Venue hire for regular meetings or events
- Materials for use in your project

<sup>\*</sup> Please also see the notes on 'Friends of' groups, on page 15

- Publicity materials, including digital publicity (such as social media), newsletters and flyers
- Basic stationery paper, ink cartridges, envelopes, etc.
- Training
- Transport costs within the city for groups of members/attendees who have limited mobility (contribution only, users must also contribute) please note we cannot support individuals
- Volunteer expenses
- Sports equipment
- Play equipment, including bouncy castles Please note, standard community group insurance does not usually cover bouncy castles. You will need to check if it is covered or if the hire includes insurance. If not, you will need to get a top-up to your standard insurance, which you can include in your grant application.
- Health and wellbeing activities
- Employment and training activities
- Basic IT equipment (as long as it is reasonably priced and you can show us the need for it)
- Fees for services like crèche facilities, guest speakers, artists, entertainers, etc., excluding professional fees
- AGM costs (including tea/coffee but excluding food)
- Activities where participants pay a contribution towards the cost of the project or sessions
- 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?

- Projects that have recently received Community Chest funding (see 'Who can apply?' on page 4)
- Activities that happen or start before we confirm the grant (you should leave at least 3 months after the closing date to be sure)
- Items that cannot be re-used or recycled in Southampton, such as single use plastic cups.
- Trips, including:
  - Coaches/transport
  - o Entry costs
  - Day trips
  - o Residential trips, such as camping or outward bound holidays
- Food expenses unless they are integral to the project, like a lunch club
- Alcohol
- Prizes and awards, such as tombola/raffle prizes or trophies
- Items that mainly benefit individuals
- Advanced and/or expensive IT equipment
- Websites, including domain names, design and hosting (there are many free options available)
- Professional fees lawyers, surveyors, architects, etc.
- Political activities (including lobbying) or religious activities

- Ongoing projects that you cannot maintain beyond the grant (e.g. because of high ongoing costs or the need for specialist skills)
- Projects that cannot be completed within one year
- School projects that primarily benefit pupils and their families and/or take place during school hours
- Student projects that primarily benefit students
- Salaries for staff employed directly by the applicant or to allow applicants to employ staff.
  - Groups may buy services for a specific project which include salary costs within the fees. For
    example, speakers/entertainers for community events and social clubs or trainers/tutors for one-off
    courses/events.

#### 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

#### 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.

You do not need to be a registered charity, company or community amateur sports club (CASC) to apply to Community Chest, 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. For example, a residents association might say: "We support local residents to make our area a good place to live."

#### 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 Community Chest criteria, which you can find on page 4 of these guidelines.

Bad example	Good example
"We would like a grant to hold a community fun day."	"We would like a grant to hold a community fun day and need support for the costs of first aiders and a PA system. We held a fun day last year and over 500 people attended. People asked us when we will hold another one."
Bad example	Good example
"We would like a grant for the residents association's running costs."	"We would like a grant for printer paper, ink cartridges, printing costs for our quarterly newsletter and venue hire for monthly committee meetings to run the residents association. The residents association is well established and in a recent survey most members still prefer paper newsletters than email."

#### 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 <u>everything</u> – if you need more space please use a separate document/piece of paper. The amounts here should match the estimates you provide.

Bad Item/activity examples	Good Item/activity examples	Cost
Admin costs	Printer paper x 2 boxes	£20
Admin costs	Ink cartridges x 4	£50
Printing costs	Printing newsletters x 4 a year	£200
Meeting costs	Venue hire 2 hours x 12	£360
Volunteer expenses	Volunteer travel expenses	£200
Total	1	£830

You also need to submit estimates/quotes from an external supplier with your application. Please see the <u>Supporting Documents</u> section for more information.

#### Q5 When is this project going to start?

Your project should start at least 3 months after the grant closing date. We receive a lot of applications and it takes time to assess them all to make the grant decisions. If you don't have a specific start date please put "when grant decision is made."

# Q6 and Q6a How many people will directly benefit from your project? What percentage of those people live in the city of Southampton?

Please give approximate figures of how many people this grant funding will benefit. By 'directly benefit' we mean the number of people who will attend you activity/event or are directly supported by the work you do. For example, 500 people might be expected to attend a fun day or 1500 people live in the residents association's area of benefit.

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.

#### Q7 and Q7a Which priority does your project support? Please explain how you will meet this priority.

The council has four priority outcomes that apply to Community Chest grants:

#### 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.

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 50 words or less please explain how what you are applying for contributes to the priority you have ticked.

Who is applying and for what	Bad examples	Good examples
Who – residents association	"We represent residents in our	"The residents association helps
What – running costs (paper, ink, printing, venue hire)	area."	people work together for their local community. Our meetings and newsletters keep people
Priority ticked – Communities, culture and homes		informed and help them get involved with projects to improve the area."
Who is applying and for what	Bad examples	Good examples
Who – community group	People will be more active	The fun day will bring the
What – fun day costs (first aiders, PA system)	because we will have sport taster sessions.	community together, giving people a chance to get to know each other. There will be sport
Priority ticked – Wellbeing		taster sessions and information on how people can on how people

	can more active. The fun day will show people that getting exercise
	doesn't have to be difficult.

#### Q8 What do you hope to achieve with this grant and what will happen after the funding has ended?

We would like to know about the difference our grant will make and whether that will continue beyond the year of the grant funding. How will having this grant enable you to help local residents? Is it a short term project or will it continue after the end of the funding? If it's continuing, how will it be funded in the future? Will the grant enable the project/group to become financially self-sustaining?

#### Q9 How will your members or attendees contribute to the project?

Our criteria states that all applicants must demonstrate that members/attendees make contributions towards the group/project, 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 project.

Examples of contributions include, lunch clubs charging £2 per meal, community fun day charging 50p for refreshments, sport taster sessions charging 20p a go or a community group charging an annual membership fee of £10.

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

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

Community Chest usually has more applications than it 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 match funding from another grant funder or from donations? Would you scale down your project? Would the whole project be cancelled?

#### Q12 Have you applied for any other funding towards this project?

You might have applied to another funder for a different part of the same project. 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.

#### Q13 Do your accounts show a reserve?

We want to make sure the grant funding goes to community groups that really need it. We don't want to fund groups that can afford to run their project without the grant.

However, you might have money in your account that is reserved or 'restricted' for another use and that is okay. This might be a grant from another funder for a particular project. It might be money you are saving up for a specific use (such as fixing the roof or taking everyone on a trip to the zoo). If you do have money saved for something specific please give us the details.

It is expected that organisations with paid staff will have 3 to 6 months running costs in reserve (or more if stated in your reserves policy). We consider this restricted funds.

#### **Declarations**

There are two declarations we ask you to agree to. The first confirms that you are authorised to submit the application and everything you have written is true. This declaration must be ticked for us to accept your application. The second asks you to, where possible, support the council's ambitions for a more environmentally friendly city, which includes simple pledges to help improve our environment. Please tick the box to agree to the declarations.

#### Bank signatories and account details

You must have a minimum of two signatories for your group's bank account who are not related and do not share a home.

Bank account details are requested to confirm the group has a suitable bank account and also to enable us to pay the grant as quickly as possible once it's been awarded and the signed grant agreements have been returned.

#### **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 at the end of the application form.

Supporting documents required:

- Governance document/s
- Estimates / quotes
- Annual accounts
- Recent bank statement or photocopy from passbook
- Equal opportunities policy or statement (if not included in governance document)
- Safeguarding Children Policy (if relevant)
- Safeguarding Adults Policy (if relevant)

See the Supporting Documents section below for more details.

#### Checking you application has been received

We aim to confirm receipt of grant applications within 5 working days. 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 at least 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.

You can submit your documents in whatever format you like providing it is compatible with PCs/Microsoft Office (please do not send Apple format documents). This could be Word or Excel documents (or open source versions), PDF, scanned documents, photos, emails, etc. Please send all documents as attachments on an email as we cannot access file sharing services for security reasons.

#### 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.

We ask for estimates/quotes for several reasons.

- 1) To ensure you have properly planned you 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 aims.
- 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. 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 (what the group has) and liabilities (what the group owes, if anything) at the end of the year.

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

#### Recent bank statement

We ask for a recent bank statement or copy from your passbook (less than 3 months old) for two reasons:

- 1) It provides evidence that you have a bank account in the group's name (we are unable to pay grants to individual's bank accounts)
- 2) It shows how much money you currently have. Annual accounts can be up to 22 months old and will not show recent income. We have limited funds and need to ensure the grants are awarded to the groups who need it the most.

If you have a lot of money in your bank account because of another grant for a different project to the one you're applying to us for or because you are saving for a specific project please make sure you provide details of this in question 14 of the application form.

#### 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 and to actively promote equalities. This means all groups the council funds through grants must also ensure they do not discriminate against anyone that wants to join the group or take part in the group's 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. These policies set out how you safeguard and promote the welfare of children and vulnerable adults who are members or users of your group. If you will be working with children or vulnerable adults without their parents/carers this is essential. If you will be working with children or vulnerable adults and their parents/carers it may not be essential, but is still good practice.

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.

# How we make funding decisions

All Community Chest 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 Community Chest 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 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

#### 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

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

#### Social enterprises

New social enterprises are welcome to apply for funding to help them start up. Established social enterprises are welcome to apply for funding new projects that are in addition to their core work. It is expected that established social enterprises will be generating income to fund their core work, and therefore this is not eligible for funding from Community Chest.

#### '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 for equipment for volunteers to use at a tidy up event or for meeting costs to enable the 'Friends of' group committee to meet. This would be eligible for funding as the funding will be used by the 'Friends of' group for their own activities.

Bad example, a 'Friends of' library group applies for funding to provide a new printer for the library. This would not be eligible for funding as the printer will be used for library activities and not the 'Friends of' group's activities.

#### Training and general advice

SO: Linked offers support to groups on governance, funding and developing policies. Training is offered to whole committees on a range of topics from roles and responsibilities of trustees, funding and outcome training etc. Drop-in sessions are held on scheduled dates.

If you would like to know more about SO:Linked services please contact them directly: <a href="https://www.solinked.org.uk/">https://www.solinked.org.uk/</a>

### 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 16.

#### **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, or cheque. 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.

# Community Chest 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 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 INTIATIVE

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 <u>not</u> need to be signed at this time. If your grant application is successful you will be sent a grant agreement to sign.