**NeighbourGOOD Terms and Conditions**

**Definitions**

‘We’ and ‘our’ refer to the organisation receiving the grant bound by these terms and conditions. ‘You’ and ‘your’ means Severn Trent and includes our employees’ and partner organisations. The ‘project’ means the project that you have received as set out in your application and any supporting documents.

**1. In general**

1.1 We will use the grant exclusively for the project. We will hold any unused part of the grant in trust for you at all times.

1.2 We will inform you of any underspend within a reasonable time to discuss the appropriate use. Where requested by you, we will return any underspend.

1.3 During the period of the grant we will act in a fair and open manner without distinction as to race, religion, language, age, gender, sexual orientation or disability, and in compliance with relevant legislation.

1.4 We will make sure that all current and future members of our governing body or our executive team, if we are a statutory organisation, receive a copy of these terms and conditions.

1.5 We will ensure that at all times we are correctly constituted and regulated and that the receipt of the grant and the delivery of the project are within the scope of our governing documents, and if asked by you we will provide a legal opinion from our solicitors confirming this.

**2. The project**

2.1 We will get your written agreement before making any change to the project or to its aims, structure, delivery, duration or ownership.

2.2 We agree to make satisfactory progress with the project and complete by 30st of March 2026.

2.3 We will not use the grant to pay for any spending commitments we have made before the date of the grant unless agreed by you.

2.4 We agree to host Severn Trent employees on the project for 1-2 days between the date of project commencement and 30th of March 2026.

2.5 We understand that payment of grant is subject to us submitting the grant acceptance paperwork and the satisfactory outcome of any final financial checks.

2.6 We will inform you of any offer of funding for this project from anyone else at any time during the project.

2.7 We will acknowledge the grant publicly as appropriate and as practical throughout the lifetime of the grant contract. We will follow your branding and publicity guidelines at all times, including displaying your logo where possible such as in public areas, both during your project and after completion, on our website, in marketing and correspondence etc . We will acknowledge your support in any published documents that refer to the project, including any advertisements, accounts and public annual reports, or in written or spoken public presentations about the project. We will share any draft press release with you for review prior to issue. We understand that you will monitor our compliance with the guidelines and will take appropriate action if we breach these guidelines. We will not publicly announce the grant until we have accepted your Grant Offer, agreed to the conditions of the award and you have confirmed that we will be receiving the grant.

2.8 We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

2.9 We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.

2.10 In carrying out the project, we agree to meet all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy. We will pay attention to equalities in the way we run the project, including language. We will ensure that we have an equal opportunities policy in place at all times, to help us comply with all relevant laws and good practice throughout the period of the grant. We will obtain all approvals and licences required by law or by you.

2.11 If our project involves work with children, young people or vulnerable people, we will take all reasonable steps to ensure their safety. We will obtain the written agreement from the legal carer or guardian before having any direct contact with any vulnerable person.

2.12 We will have an appropriate written policy and set of procedures in place at all times to safeguard vulnerable people, which will include procedures to check backgrounds and disclosures of all employees and volunteers.

2.13 We agree to permit Severn Trent to select Severn Trent employee volunteers to work on the project. Trustees or contractors who will supervise, care for or otherwise have significant direct contact with vulnerable people with the Disclosure and Barring Service (DBS) or Disclosure Scotland.

2.14 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation to you. This includes all appropriate insurance for any activities we provide, any assets we have purchased with the grant and employee and public liability insurance. If any asset is damaged, destroyed or stolen we must tell you in writing and we must repair and replace it.

2.15 You have the right to reproduce any of our application or subsequent information supplied by us to you for any purpose as you see fit without any right of a claim by us in respect of copyright.

**3. Our organisation**

3.1 We will get your written agreement before:

Changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or

Transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue & Customs or any other regulatory body.

3.4 We will be available for meetings with you and allow full and free access to our records regarding the project however and wherever held and to any of our offices or buildings to you.

3.5 We will inform you in writing if our organisation needs to be dissolved or wound-up.

3.6 If we are a charity, we will register with the Charity Commission or the Office of the Scottish Charity Regulator if our income goes over their minimum exemption figure.

**4. VAT**

4.1 We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

4.2 We agree to repay you immediately any VAT we recover whether by set-off, credit or repayment to the extent that any such VAT cost is included in the grant.

4.3 We will notify you immediately if any irrecoverable VAT claimed under the grant becomes recoverable.

4.4 We will keep proper and up to date records relating to VAT, and we will make such records available for you to look at and give you copies when requested.

4.5 If you have funded all of the VAT costs for our project, we agree to refund immediately all of the VAT we recover to you.

4.6 If you have funded a proportion of the VAT costs for the project, we agree to refund immediately the same proportion of the VAT recovered to you.

**5. Our annual report and accounts**

5.1 We will keep proper and up to date accounts, timesheets, invoices and other relevant records for at least 6 years after the termination of our grant, which show how the grant has been used. We will make these financial records available to you to look at and give you copies.

5.2 We will refer to Severn Trent’s NeighbourGOOD Scheme as a restricted grant in our accounting documents to reflect the status of the funding.

**6. Monitoring**

6.1 We will monitor the progress of the project and complete any reports you require using the forms available, providing we may lawfully provide the information requested and have received all necessary consents (if any) required to provide such information.

6.2 We will update you on progress of the project on request and will send you any further information you may ask for about the project or about our organisation, and its activities, the number of users and other beneficiaries and such other information as you may require from time to time you may use this information to monitor or publicise the project and/or evaluate your grant programme.

6.3 We understand that you may ask for photographs at any stage of the project and we agree to comply with this request.

6.4 We will fill in an End of Project Report on the project using the form you give us. We understand that the project is finished only after we have completed this report to your satisfaction and you have received to your satisfaction the evidence of expenditure you have requested.

6.5 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project’s completion.

6.6 We will provide a before and after photograph of the project site in order to show the progress that has been made, where relevant.

6.7 You may visit our project at any time throughout the grant period. The visit will be pre-arranged and will include discussions on the progress of our project, our budget and lessons learnt so far.

**7. Payment of grant**

7.1 You will pay the grant by bank transfer (BACS) into a UK-based bank account or building society account in our name, which requires the signatures of at least two authorised people for every withdrawal.

7.2 We will submit invoices/receipts for any purchases made with the grant.

7.3 We will notify you with immediate effect of any changes in details of our bank account.

**8. Length of grant**

8.1 These terms and conditions remain in force until the project is completed or 30th of March 2026 whichever is later.

**9. We understand that**

9.1 You can only guarantee the grant as long as funds are available and you continue to operate.

9.2 You may share information about our grant with any parties of your choice. Details of the project may, at your sole discretion and without payment to us, be broadcast on television, on `

9.3 You will not increase the grant if we spend more than the agreed budget.

9.4 You accept no liability for any consequences, whether direct or indirect, that may come about from our running the project, the use of the grant or from a withdrawal of our grant.

9.5 You may demand repayment (and we will repay when asked) of all or part of the grant at your absolute discretion, in any of the following circumstances if:

• We fail to meet any of these terms and conditions;

• We completed the application form dishonestly or significantly incorrectly or misleadingly;

• We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the grant;

• Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the detriment of the project or to the detriment of your reputation;

• Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, Charity Commission, the Office of the Scottish Charity Regulator, HM Revenue and Customs or other regulatory body;

• We receive duplicate funding from any other source for the same or any part of the project;

• There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it;

• At any stage of the application process or during the period of the grant we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant;

• We are or become legally ineligible to hold the grant and/or

• If you have reasonable grounds to believe that it is necessary to protect Severn Trent NeighbourGOOD Scheme money.

9.6 You may demand repayment of all or any of the grant if it is likely that our organisation will have to stop operating, may be dissolved or become insolvent, or is likely to be put into administration or receivership or liquidation, or we are about to make an arrangement with, or guarantee a Trust Deed to our creditors.

9.7 We may not transfer any part of the grant or any rights under it to another organisation or individual, unless we have entered into an agreement, authorised by you, requiring us to work with another organisation in delivering the project.

9.8 You may reject any future application from us if we do not comply with these terms and conditions or you judge that we did not handle the grant adequately or if we failed to complete any requests for information you made to us.

**10. Additional conditions**

10.1 You have the right to impose additional terms and conditions on the grant where necessary.

10.2 We understand that all on-going maintenance costs for any capital items are our responsibility.

10.3 We agree that any information provided in our application can be used for purposes described under your data protection policy.

10.4 Photographs use and consent - In order to promote the programme we would be willing to send you photographs of our project; this may be when works are ongoing and on project completion.

10.5 We cannot sell, transfer, lease or otherwise dispose of equipment, land or buildings refurbished, altered or improved with the Award or change the purpose for which the capital assets are being used without our written permission.

**11. Data Protection**

Our full privacy notice can be found at www.stwater.co.uk/help-and-contact/legal/privacy/ and covers Who we are, Security Your Rights and How to contact us.

We collect the following types of personal data for any application received via Zengine and through any other contact with you by telephone, letter, e-mail, facsimile, Webchat service, and via social media such as Twitter and Facebook. We ask for the below details during the application process for due diligence, ensuring the correct permissions to carry out any proposed changes are in place, and grant giving purposes. Data will be processed under the lawful basis of Public Task:

• Your name, address, email address, telephone number and other contact information;

• Community group/charity name, address and contact details;

• Registered charity number, where appropriate;

• Registered company number, where appropriate;

• Details of leaseholder/freeholder, where appropriate.

We will also require Governance documents and project details as part of the application process. We may also access information about you that is already publicly available. Further details will be required, only after a grant is offered:

• Details of the bank account to allow funds to be paid;

• Bank statements;

This additional data is required to allow Severn Trent to carry out due diligence checks to ensure the delivery of changes will benefit the community.