

THE WELSH CHURCH ACT FUND GENERAL TERMS AND CONDITIONS

1. Grant awarded must be spent within 6 months of the grant start date.
2. Expenditure involving costs for work already undertaken or equipment/work materials that have been purchased or ordered prior to the date of signing the Terms and Conditions are deemed ineligible.
3. All grant paid must be used for the purposes stated within the grant application. Grant in part or total may be withheld or recovered at the discretion of the Authority, if (i) the organisation is unable to satisfy the Authority that the grant has been used for the purposes for which it was awarded (ii) that any of the terms and condition of the grant have not been complied with.
4. The organisation **must** notify the Authority as soon as it is apparent that an under spend of the grant is like to arise, specifying reasons as to why this has occurred.
5. Any misrepresentation, concealment or withholding of information appertaining to the grant will be considered as failure to comply with the terms and conditions of the grant and this could jeopardise future funding applications.
6. **The grant amount cannot be increased to cover unforeseen costs.**
7. The organisation shall permit any appropriate Officer of the Authority, at any reasonable time, to visit or inspect any of it's activities and or examine and take copies of the organisations books of accounts and such other records which may relate to the use of the grant by the organisation.
8. If applicable the Authority reserves the right to appoint a Quantity Surveyor to inspect works undertaken as a result of this grant programme.
9. The Recipient must ensure that all costings for any proposed works for the Project are inclusive of VAT.
10. For every capital project the Recipient must either be the freehold owner of that particular property or alternatively, have the benefit of a Lease vested in it which has a minimum of six years left un-expired at the date of the application for the grant.
11. Where applicable, all statutory and other approvals and consents for the works to be undertaken in relation to the Project must be obtained by the Recipient prior to commencement of such works.
12. In the case of capital renovations the Recipient must insure and keep the building insured against all comprehensive risks with a reputable insurance company in its full reinstatement.
13. The Recipient shall be liable for and hereby agrees to indemnify and keep indemnified the Authority against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities whatsoever and howsoever arising as a consequence of an in connection with:

- i. any works to be carried out to the property; and/or
 - ii. the use of any property and activities undertaken therein which are aided in whole or in part by the Grant.
14. The Recipient shall not sell or dispose of any grant-assisted capital asset within a period of five years from the date of the grant approval without the previous written consent of the Authority. If the sale or disposal is approved by the Authority, the Recipient will then repay to the Authority the whole or part of the proceeds of sale.
15. Immediate repayment of the Grant by the Recipient may be due in the following circumstances:-
 - i. The project is not being carried out in accordance with the terms and conditions contained herein.
 - ii. There has been an overpayment of the Grant.
 - iii. The grant is not being used for the purposes of the project or such use ceases within a period of 5 years from the date of grant approval.
 - iv. The Authority considers at any time the future of the project is in jeopardy.
 - v. Any information provided by the Recipient in support of the application for the Grant was found to be incorrect or materially misleading.
 - vi. Any concealment or withholding of information appertaining to the project.
 - vii. There is a change that the Authority considers to be substantial in the nature, scale, costs or time of the project or if there has been a change on any of the factors on which the original grant was calculated.
 - viii. The Authority must be informed if the following occur:
 - a) The applicant ceases to be a subsidiary of any company of which it is a subsidiary at the date of the approval letter or the application becomes a subsidiary of any company of which it is not a subsidiary at the date of the approval letter.
 - b) The applicant is the subject of a proposal for voluntary arrangement or had a petition for an administration order or a petition for a winding up order brought against it or passes a resolution to wind up or makes any composition, arrangement, conveyance or assignment for the benefit of its creditors or purports to do so, or if a receiver or any other person is appointed in respect of its undertaking or any of its property.
16. The Authority reserves the right to revise current payment procedures and audit requirements during the course of the project.
17. The Authority reserves the right to publicise the grant awarded to the Recipient at any time.
18. Original documents relating to the implementation of the project and its financing need

to be retained for audit purposes for a least six years following completion of the project.

I UNDERSTAND AND HEREBY AGREE to abide by the above terms and conditions.

Project Ref:

Organisation:

Grant Award:

Grant Start Date:

Signed: _____
Authorised Signatory (For and behalf of the organisation)

Date: _____