

# Essex Public Health Accelerator Bids (PHAB) Grants Programme

## Terms and Conditions

### Standard Terms and Conditions of Essex County Council's Public Health Accelerator (PHAB) Bid Programme

**1. By submitting an application to Essex County Council's (ECC), Public Health Accelerator Bid (PHAB) Programme, the organisation named in the application (referred to as "you" in these Terms and Conditions) agrees, if awarded a grant, to:**

- 1.1. hold the grant on trust for The Public Health Accelerator Bid (PHAB) Programme, (referred to as 'we' or 'us') and use it only for your project as described in your application or otherwise agreed with us, and only for expenditure incurred after the date of your grant award;
- 1.2. provide us promptly with any information and reports we require about the project and its impact, both during and after the end of the project;
- 1.3. act lawfully in carrying out your project in accordance with best practice and guidance from your regulators, and follow any guidelines issued by us about the project or use of the grant and let us know promptly about any fraud, other impropriety, mismanagement or misuse in relation to the grant;
- 1.4. hold the grant in a UK based bank or building society account which satisfies our requirements as set out in guidelines and requires at least two unconnected people to approve all transactions and withdrawals;
- 1.5. immediately return any part of the grant that is not used for your project or which constitutes an unlawful subsidy;
- 1.6. where your project involves working with children, young people or adults at risk, adopt and implement an appropriate written safeguarding policy, obtain written consent from legal carers or guardians and carry out background checks for all employees, volunteers, trustees or contractors as required by law which is available on our [website](#);
- 1.7. we may commission research into and/or evaluation of your funding. You confirm that you will co-operate with any research or evaluation-related activities which we carry out and further confirm that we may use any part of your application and/or project information for research or evaluation purposes;
- 1.8. comply with data protection laws and obtain the consent of your beneficiaries for us and you to receive and process their personal information and contact them;

- 1.9. keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide us on request with copies of those records and evidence of expenditure of the grant, such as original receipts and bank statements;
- 1.10. allow the PHAB programme to publicise and share information about you and your project including your name and images of project activities, unless working with vulnerable people whose identity needs protecting. You hereby grant us a royalty free licence to reproduce and publish any project information you give us. You will let us know when you provide the information if you don't have permission for us to use it in this way.
- 1.11. Applications must be submitted before the project activities are due to start and before the spend of any other grant monies. If you wish to start your project before PHAB funding has been approved, the funding cannot be used retrospectively and anything organisations fund before anticipated receipt of awarded funding, is done so at your own risk.
- 1.12 organisation's awarded PHAB funding are to provide evidence of insurance covering the operations they are seeking funding to deliver.

**2. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay part or all of the grant in any of the following situations. You must let us know if any of these situations have occurred or are likely to occur.**

- 2.1. You use the grant in any way other than as approved by us or fail to comply with any of these Terms and Conditions.
- 2.2. You fail to make good progress with your project or are unlikely in our view to complete the project or achieve the objectives agreed with us.
- 2.3 You fail to provide us promptly with any evaluation information and reports we require about the project and its impact, both during and after the end of the project;
- 2.4. You have match funding for the project withdrawn or receive or fail to declare any duplicate funding for the same project costs as funded by the grant.
- 2.5. You provide us with false or misleading information either on application or after award of the grant, act dishonestly or are under investigation by us, a regulatory body or the police, or if we consider for any other reason that public funds are at risk or you do anything to bring Essex County Council or PHAB into disrepute.
- 2.6. You enter into, or in our view are likely to enter into, administration, liquidation, receivership, dissolution.
- 2.7. You receive any grant money incorrectly either as a result of an administrative error or otherwise. This includes where You are paid in error before You have complied with your obligations under these terms and conditions and Offer Letter. Any sum, which falls due under this paragraph 2.6, shall fall due immediately. If you fail to repay the due sum immediately, or as otherwise agreed with us, the sum will be recoverable summarily as a civil debt.

**3. You acknowledge that:**

- 3.1. the grant is for your use only and we may require you to pay us a share of any proceeds from disposal of assets purchased or enhanced with the grant;
- 3.2. we will not increase the grant if you spend more than the agreed budget;
- 3.3. the grant is not consideration for any taxable supply for VAT purposes;

3.4. we have no liability for any costs or consequences incurred by you or third parties that arise directly or indirectly from the project, nor from non-payment or withdrawal of the grant, save to the extent required by law;

3.5. these Terms and Conditions will continue to apply for one year after the grant is paid or until the project has been completed, whichever is later. Clauses 1.2, 1.3, 1.5, 1.7, 1.9, 1.9, 1.10, 1.11, 1.12, 3.4 and 3.5 shall survive expiry of these Terms and Conditions; and

3.6. if the application and grant award are made electronically, the agreement between us shall be deemed to be in writing and your online acceptance of these Terms and Conditions shall be deemed to be the equivalent of your signature on that agreement.