

Sussex Police & Crime Commissioner

Community Safety Fund

Terms and Conditions of Funding

2018-2019



**Sussex
Police & Crime
Commissioner**

COMMUNITY SAFETY FUND TERMS AND CONDITIONS 2018-2019

Grant recipients will be expected to operate in accordance with the following terms and conditions for acceptance of funding and any further conditions which may be published in the future:

1. Conditions of the grant

- 1.1. The Recipient will ensure that the Office of the Sussex Police and Crime Commissioner (OSPCC) Community Safety Fund [the funding / grant] is spent on all or one of the following:

Community Safety Fund

Directly and actively address the Crime & Community Safety priorities	✓
Focus on activity, rather than equipment/capital expenditure	✓
Belong to a local, not-for-profit community organisation	✓

- 1.2. The Recipient must ensure that the availability and contact details of services provided or commissioned are widely publicised in a variety of media and locations.
- 1.3. Any services and/or arrangements put in place by the Recipient must comply with requirements under the Data Protection Act 1998 when dealing with personal data and sensitive personal data.

2. Lawful conduct, equal opportunities, use of volunteers and activities funded by the Grant

- 2.1 If relevant, those people working with children and/or vulnerable adults must have the appropriate checks (i.e. Disclosure and Barring Service (DBS)) If your application is successful, evidence of these checks may be required upon request
- 2.2 The recipient will ensure that there is no discrimination on the grounds of race, colour, ethnic or national origin, disability, age, gender, sexuality, marital status, or any religious affiliation, where any of these cannot be shown to be a requirement of the job, office or service in respect of employment, provision of services and the involvement of volunteers.
- 2.3 No aspect of the activity funded by the OSPCC must be party-political in intention, use, or presentation.

2.4 The Grant must not be used to support or promote religious activity. This will not include inter-faith activity.

3. Financial Terms

3.1 If any capital asset costing more than £1,000 is purchased with funds provided by the OSPCC, the asset must not be sold or otherwise disposed of within five years of purchase without the OSPCC's written consent. The OSPCC may require repayment of all or part of any proceeds of any disposal or sale.

3.2 The Recipient will maintain a register of any capital assets purchased with funds provided by the OSPCC. This register will record, as a minimum, (a) the date the item was purchased; (b) the price paid; and (c) the date of disposal (in due course).

3.3 The Recipient must not attempt to raise a mortgage or other charge on OSPCC-funded assets without prior approval of the OSPCC.

3.4 Where there is balance of funding unspent, this must be returned to the OSPCC no later than 28 days following the conclusion of the grant period.

4. Evaluation

4.1 Upon request, you will be required to provide evidence of the outcomes of your project/initiative, reporting periodically throughout the life of the project and at its conclusion.

5. Breach of Grant Conditions

5.1 If the Recipient fails to comply with any of the conditions of the grant, or if any of the events mentioned in Clause 5.2 occur, then the OSPCC may require all or any part of the Grant to be repaid. The Recipient must repay any amount required to be repaid under this condition within 30 days of receiving the demand for repayment.

5.2 The events referred to in Clause 5.1 are as follows:

- i. The Recipient purports to transfer or assign any rights, interests or obligations arising under this Grant Application without the agreement in advance of the OSPCC
- ii. Any future information provided in relation to the Grant (or in a claim for payment) or in any subsequent supporting correspondence is found to be incorrect or incomplete to an extent which the OSPCC considers to be material;
- iii. The Recipient takes inadequate measures to investigate and resolve any reported irregularity.

- 5.3 In the event that it becomes necessary to take steps to enforce the terms and conditions of the Grant, the OSPCC will write to the Recipient giving particulars of its concern or of any breach of a term or condition of the Grant.
- 5.4 The Recipient must, within 5 working days (or earlier, depending on the severity of the issue) acknowledge the OSPCC's concern.
- 5.5 Following acknowledgement, the Recipient must then seek to rectify the breach within 20 working days, and may consult the OSPCC or agree with it an action plan for resolving the problem. If the OSPCC is not satisfied with steps taken by the Recipient to address its concern or rectify the breach, it may recover Grant funds already paid.
- 5.6 On termination of the Grant for any reason, the Recipient as soon as reasonably practicable, must return to the OSPCC any assets or property or any unused funds (unless the OSPCC gives its written consent to their retention) that are in its possession in connection with this Grant.

6. Publicity and Intellectual Property Rights

- 6.1 The Recipient must grant to the OSPCC at no cost an irrevocable, royalty-free perpetual license to use and to sub-license the use of any material created by the Recipient under the terms of this Grant for such purposes as the OSPCC shall deem appropriate.
- 6.2 The Recipient must seek approval from the OSPCC prior to using the OSPCC's logo when acknowledging the OSPCC financial support of its work.
- 6.3 Whenever publicity is sought by or about your project, the assistance of the OSPCC is acknowledged and, where there is an opportunity for the OSPCC to be represented at launches or related events, that this information is communicated to the OSPCC as soon as possible.
- 6.4 That the OSPCC be given the opportunity to display its logo on all literature developed for use by the project and on any publicity documents.

7. Additional Information

- 7.1 The OSPCC reserves the right to refuse any application. The panel will consider and assess your application and you will be notified of the outcome following the assessment process.
- 7.2 The OSPCC must be informed immediately if there is any prospect of delay or reasons why the project may not proceed as planned.
- 7.3 If your application is successful, you will be required to accept and sign the OSPCC's full terms and conditions, prior to funds being released.
- 7.4 Applicants should be aware that the information provided in their application form could be disclosed in response to a request under the Freedom of

Information Act 2000. Should you consider that any of the information supplied is confidential in nature, this should be highlighted and the reasons for its sensitivity specified. In such cases the relevant material will, in response to Freedom of Information requests, be examined in light of the exemptions provided for in the Act.

ENDS.

Last refreshed: December 2018