

Fenland Culture Fund

Standard Terms and Conditions for Grants:

These standard terms and conditions for grants apply to all grant offers made through the Fenland Culture Fund. It sets out the standard legal conditions of our grant offer to you. This is a legal document, and you should ensure that you fully understand your responsibilities before accepting a grant from us.

The Grant:

1. The amount of the grant is set out in the Offer Letter. We are not able to increase the amount of the grant. The amount of the grant may be different to the amount that you applied for
2. You must use the grant exclusively for the Project you applied for
3. If you spend less than the whole grant on the Project, you must return the unspent amount to us promptly. If the grant part funds the Project, you must return the appropriate share of the unspent amount to us.

The Project:

1. You must tell us if your plans to complete the Project, or your own ability to complete it, changes.
2. Where it is required, you must maintain adequate insurance at all times and we may ask you to send us copies of these policies. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have purchased using the grant.
3. In carrying out your Project, you must operate in a way which complies with all relevant laws and government requirements. This includes, but is not limited to, legislation or regulations governing the way you operate, the work you carry out, the staff you employ, or the goods and services you buy. For example, you are responsible for obtaining any licences, permissions and insurances that are required by law or ensure best practice.
4. You must have appropriate policies and procedures in place and act in accordance with them at all times to help you comply with any relevant law, government requirements and best practice. This may include, but is not limited to:
 - a) Data Protection Legislation (i.e; including, but not limited to: (i) the United Kingdom General Data Protection Regulation and (ii) the Data Protection Act 2018 together with all other applicable UK laws whether currently existing, yet to be implemented, or to act as successor legislation, that regulate the collection, processing and privacy of personal data;

- b) Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;
- c) Employment law;
- d) Harassment and bullying.

Information, Marketing and Publicity

1. You must acknowledge the grant publicly as appropriate and as practical.
2. We acknowledge that you will own all rights in any materials produced for or relating to the Project and in the Project Proposal, including any intellectual property rights.

General Conditions

1. Our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, any action you fail to take, or for your debts or liabilities. Even though we may give you funding and talk to you about your activities, you are still fully responsible for every part of the Project, your business and the decisions about it. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
2. You are responsible for getting your own management, business and artistic advice. This includes considering whether you need to get financial, accounting, tax, solvency, legal, insurance or other types of professional advice. You must not assume that your business is financially stable or solvent (this means your business is able to meet its financial responsibilities), even if we continue to support you.
3. Your grant comes from public money, so if you are planning to buy goods or services with your grant, you should always buy them in a way that will give value for money and avoids any conflicts of interest.
4. We are not obliged to provide, and nor should you assume that we will, any further funding for the Project after this grant agreement comes to an end.
5. You are expected to fill in the supplied Project Report form when the project has been delivered. This will help us understand how the fund is helping artists and communities and for us to develop the fund for the long term. We also ask that you take photographs and videos of your project and allow us to use them to publicise the fund.