

# CITY CHANGE FUND REVIEW – PAPER TWO

Terms and conditions, March 2021



To be eligible for funding through the City Change Fund each project owner/lead must agree to meet all of the terms and conditions set out below and send a signed copy to

[citychange fund@plymouth.gov.uk](mailto:citychange fund@plymouth.gov.uk):

1. There must be in place a governing / business document (constitution, set of rules or equivalent) that shows how the group or organisation is run and managed. A photocopy of this document must be provided.
2. The group or organisation must have a bank or building society account in the name of the group. A photocopy of a recent bank statement must be provided.
3. The contributions received from the City Change Fund will only be spent on the purpose/s detailed in the Crowdfunder campaign unless otherwise agreed in advance by the Council in writing. Contributions will not be made retrospectively.
4. Progress reports will be submitted to the City Council at the following times, except where otherwise agreed in writing by the Council:
  - 12 months after the City Change Funds have been released to the project
  - 24 months after the City Change Funds have been released to the project
  - 36 months after the City Change Funds have been released to the project
 These reports should include information, illustrations, photographs, stories and data to set out the impact that the project has had, and in submitting these reports you will be agreeing that the City Council is able to use the information provided in its communications and publicity.
5. Financial records of the spending of the City Change Fund contribution made by the Council will be kept and submitted with your progress reports. The Fund shall be specifically acknowledged within your annual accounts for the year in which it was received.
6. Any part of the City Change Fund contribution made by the Council that is not required for the purpose approved must be refunded to the Council within 12 months from when the City Change Funds were released to the project, unless a longer period is otherwise agreed in writing with the Council.
7. The City Change Fund and Plymouth City Council will be acknowledged in all printed materials that the organisation produces about your project, and acknowledged appropriately elsewhere, for example in annual reports or brochures. Please contact the Council's Corporate Communications team on 01752 307816 or email: [communications@plymouth.gov.uk](mailto:communications@plymouth.gov.uk) to use the Plymouth City Council logo and, where possible, when you are planning any publicity.
8. Receiving funds from the Council does not constitute the grant of planning permission, or any other permission, and in no way prejudices future decisions of the Council or the Local Planning Authority. You must obtain all relevant permissions.
9. In exceptional circumstances, the Fund can be withdrawn or withheld at the Council's discretion.
10. Repayment of all or part of the City Change Fund contribution made by the Council can be required at the sole discretion of the Council if:
  - a. The Council finds that any false information has been supplied to the Council or Crowdfunder;
  - b. The work undertaken is not the work for which the City Change Fund contribution was approved (if the Council has not been informed of, and approved, these changes in accordance with point 3);
  - c. The Fund has not been spent within one year unless otherwise agreed by the Council.

- d. Your organisation becomes insolvent or goes into administration, receivership or liquidation, and the Fund has not already been spent on its intended purpose, or;
  - e. There is any other breach of any of the conditions in this form.
11. In the event of any complaint about the use of the City Change Funds you agree to fully co-operate with any investigation that needs to be undertaken by the Council.
  12. The Council reserves the right to share the information you have provided with relevant parties (e.g. Charity Commission) where appropriate.
  13. The Council may use your name in any publicity material.
  14. Any Value Added Tax (VAT) payable by your organisation is your responsibility and the Council shall not be obliged to pay any additional amount.
  15. Projects that only help one individual will not be eligible for funding through the City Change Fund.
  16. Given the political nature of the Council, projects led by political parties will not be eligible for funding through the City Change Fund.
  17. Projects that seek funding to challenge decisions made by Plymouth City Council are not eligible for the City Change Fund.
  18. By signing this form, you are declaring that you and the group/organisation you represent has never misused financial support provided by external organisations.
  19. In relation to projects that deliver services to potentially vulnerable people, by signing this form you are declaring that you have in place up to date policies and processes relating to safeguarding for children and vulnerable people and that your project is licensed and legally compliant.
  20. The funding is subject to the UK's International Obligations on Subsidy Controls (for more details see here <https://www.gov.uk/government/publications/complying-with-the-uks-international-obligations-on-subsidy-control-guidance-for-public-authorities>)
  21. By signing this form you declare that you will not breach the state subsidy rules and that you (or your group) have not received more than £335,000 in public funding over any period of three fiscal years.

Plymouth City Council reserves the right to amend these terms and conditions at any time.

Signature:

Print name:

Name of organisation:

Contact details:

Date: