

# Places to Ride – British Cycling’s Extra Funding Scheme

## Terms and Conditions of Funding

### General conditions

1. Your grant must be taken up (i.e. started) within three months of the end of your crowdfunding campaign (“Project”) otherwise your grant offer expires. If there is a delay in the take up of your grant, please discuss this with us so that we can consider whether we can extend the timescale within which you may take up your grant.
2. A building or modernisation Project must begin within six months of the end of your crowdfunding campaign. If there is a delay in the start of your works, please discuss this with us.
3. Your grant must only be used for the specific purposes for which it was made, as set out on your Crowdfunder campaign page. It is restricted for these purposes only.
4. You must tell us promptly about any changes to information you have given us, including any changes to your bank or building society details and you must ensure that the information about the Project is always accurate and up to date.
5. You must hold any unused part of the grant on trust for us at all times.
6. If you spend less than the whole grant on the Project, you must return the unspent amount to us promptly.
7. You must get our written permission before making any changes to the Project or to its aims, structure, delivery, outcomes, duration or ownership; or the legal identity of the applicant organisation.
8. You must ensure that all records, including financial records relating to the Project are accurate and up to date. You must keep these records for seven years after the Project has finished and provide us with copies on request. You must give us, or any person nominated by us, access to all records relating to the Project upon demand, including accounts and any other financial records, VAT and any other tax records. You must send us any information that we reasonably require to monitor your Project and how the grant is being used.

9. 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.
10. You must give us, or any person nominated by us, access to all records relating to the Project upon demand, including accounts and any other financial records, VAT and any other tax records. You must send us any information that we reasonably require to monitor your Project and how the Award is being used. We can ask for access to these records for up to seven years after the Project has finished.
11. You will keep all assets funded by the grant safely and in good repair. Any loss resulting from payments made for assets before delivery will be your responsibility. You acknowledge that no part of the grant may be used for the replacement of any asset previously funded by the grant and that if any such asset is lost, damaged or destroyed, you would be obliged to use your other financial resources to procure that it is replaced or repaired as appropriate.
12. You must monitor the Project as we have set out in these terms & conditions.
13. In carrying out your Project, you must meet all laws regulating the way you operate, the work you carry out, the staff you employ or the goods and services you buy and ensure that any contractor that is carrying out services for you related to the Project complies with these obligations.
14. You acknowledge that nothing in this grant is intended to create a VAT taxable supply.
15. You must have appropriate policies in place at all times to help you comply with the law and good practice including:
  - Data protection;
  - Equal opportunities including discrimination on the basis of race, age, gender, disability, religion and/or sexuality;
  - Employment law;
  - Safeguarding of children and vulnerable adults, including the obtaining of all approvals and licenses and any profile checks required by law or by us from time to time.
16. Our staff 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. You remain 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.
17. The grant comes from public money, so any goods or services bought with the grant should give value for money and avoid any conflicts of interest.
18. In the event that the grant or any part of it is deemed to be State Aid, then you shall repay the grant to us immediately.

19. You will seek approval before entering into any agreement whereby a brand will be displayed on any playing and/or training kit (such not to be unreasonably withheld or delayed, it being acknowledged and agreed that it shall be reasonable for such approval to be refused where any brand would in our opinion acting reasonably conflict with one of our partner brands).
20. If you break any of these terms and conditions, or commit an Event of Default as set out below, we may, in our absolute discretion:
- require you to pay back all or part of the grant (regardless of how much you may have already spent); and/or
  - stop any future payments; and/or
  - end the grant immediately.
21. The following are each considered an Event of Default for the purposes of this grant:
- you breach any term or condition of the grant;
  - you close down your business (unless it joins with, or is replaced by, another business that can carry out the Project and we have provided our prior written permission);
  - you make any changes to the Project without first getting our written permission;
  - you use the grant for anything other than the Project;
  - you do not follow our reasonable instructions;
  - you do not carry out the Project with reasonable care, thoroughness and competence;
  - you do not complete the Project;
  - you have supplied us with any information that is wrong or misleading, either by mistake or because you were trying to mislead us;
  - you are declared bankrupt or become insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or you enter into or propose any arrangement with the people you owe money to;
  - you or any of your employees, trustees, directors or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, HM Revenue & Customs, or other regulatory body;
  - if, during the 5-year grant term, in our reasonable opinion, any event occurs in relation to the Project or to your organisation which is likely to have a material adverse effect on British Cycling or Sport England;
  - you act illegally or negligently at any time, and we believe it has significantly affected the Project, or is likely to harm our or your reputation; and/or

- without first getting our approval in writing, you sell the Facility and / or equipment or in some other way transfer the grant, your business or the Project to someone else.
22. These terms and conditions remain in force for whichever of these is the longest:
- as long as any part of the grant remains unspent;
  - the expiry of the term required which is 5 years;
  - as long as you do not carry out any of the terms and conditions or any breach of them continues (this includes any outstanding reporting on grant expenditure or Project delivery).
23. During the grant term, you must not sell any assets or goods that have been totally or partly purchased, developed, enhanced, refurbished, conserved (maintained or protected from damage) or improved with the grant unless:
- You can sell them for their full current market value
  - We have given you permission, in writing, beforehand on such conditions as we shall deem appropriate at our absolute discretion, and
  - We receive an appropriate share of the 'net' proceeds (the proceeds after tax and other costs of sale have been taken into account) of this for as long as these assets or the improvements have a useful economic life.

## Evaluation

1. You will be required to submit a brief report on the outcomes of your Project in the format provided either at the end of your building / modernisation works / following purchase of your equipment, or earlier if requested.
2. You will be required to report on progress on a six-monthly and annual basis, covering the following areas of information as a minimum, for a period of 5 years:
  - Participants and throughput information, broken down by:
    - Male (Under 18 & Adult Activity)
    - Female (Under 18 & Adult Activity)
    - Ethnicity
    - Disability or life limiting illness
    - Number of volunteers supporting activity.
3. You will be required to complete a short, annual case study to demonstrate the impact the investment has had on your organisations cycling activity (for example, an increase in usage, delivery of a new programme of activity, supporting the overall sustainability of the organisation).
4. For the avoidance of doubt, any information or reports submitted to British Cycling should only include high level anonymised statistics and should not contain any information that can be used to identify individuals.
5. You may be asked to take part in a short interview about your experience of the fund, you may also be asked to complete a short questionnaire about your Project

and crowdfunding experience. You agree for your contact details to be passed on to us for this purpose and to supply any information requested in a timely manner. In addition, British Cycling or Sport England may wish to survey participants or volunteers involved in delivery of programmes and activities in receipt of Places to Ride funding. We would expect your support in this, through distribution of surveys to those involved or benefiting from your Project.

## Branding and Recognition

1. If your organisation issues a press release about the project or makes any additional announcements relating to the grant, please provide us with a copy in advance for approval.
2. We may wish to use your campaign details and our grant to form part of a case study that we will publish on our website to show good-practice and provide support to other organisations wishing to crowdfund as an alternative source of funding. We will discuss and agree the content with you.
3. To publicise the grant, you must:
  - Reference British Cycling's investment in your project in all press releases and media interviews.
  - Promote the Project throughout the grant period.
  - Display appropriate British Cycling, Sport England and DCMS branding on all publicity material, including but not limited to websites, brochures, posters, flyers and stationery. (Adhering strictly to the OwntheRide brand toolkit, which can be found at <https://s3-eu-west-1.amazonaws.com/british-cycling-stage-assets/wp-content/uploads/2019/08/03160719/MKT028-Own-the-Ride-Interactive-PDF.pdf>).

## Organisational Issues

1. Please inform us in writing of any major changes to your organisation, this may include impending mergers, financial difficulties, significant loss of funding, significant changes in staffing, and/or Charity Commission / Companies House matters.
2. Please inform us in writing as soon as possible if any legal claims are made or threatened against you and/or which would adversely affect the Project, for a minimum of 5-years from the grant award date.
3. Please inform us in writing as soon as possible of any investigation concerning your organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other regulatory body.

4. If you change your address or contact details, please inform us via email ([placestoride@britishcycling.org.uk](mailto:placestoride@britishcycling.org.uk)), providing details of your new address and contact details.

## Conditions relating to construction works

1. If your Project includes construction works, your grant is also subject to conditions relating to the construction of your facility as set out below.
2. Any design or construction advisers you employ will need to agree in writing to the Construction Conditions.
3. If your Contractor is unwilling to agree to the Conditions, then we may need to consider withdrawing the grant.
4. All Projects are to be overseen by appropriate, experienced and qualified consultants, contractors and tradespeople, from inception to completion.
5. All facilities should have relevant planning approvals and must comply with relevant Building Regulations and Health & Safety Regulations.
6. All Projects to take reasonable steps to find out if there are materials containing asbestos in non-domestic premises.
7. All Projects to be accessible and clearly demonstrate that use and participation by people with a diverse range of abilities and needs including disabled people has been considered in both the design and operation of the facilities.
8. All Projects to be designed and constructed with due consideration and adoption of the design guidance provided by British Cycling and Sport England.
9. At least three comparative and competitive tenders/quotes for all elements of your Project should be obtained, in order to ensure value for money is achieved.

We reserve the right to withdraw, reduce, vary or withhold the grant, in whole or in part in the event of any failure to comply with the above and/or where the law is not being complied with.