



Grant Terms and Conditions

By submitting an application to Learning Disability England (LDE) Grant Pot, on behalf of the Department of Health and Social Care (DHSC) the organisation named in the application (referred to as “you” in these Terms and Conditions) agrees, if awarded a grant, to:

1. 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 the grant award;
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;
3. Act lawfully in carrying out your project, in accordance with best practice and guidance from your regulators
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;
5. Contact LDE immediately if you become away that you cannot spend the grant as planned;
6. Where your project involves working with children, young people or vulnerable adults, adopt and implement an appropriate written safeguarding policy. This might include obtain written consent from legal carers or guardians when working with children and young people and carry out background checks for all employees, volunteers, trustees or contractors as required by law or our guidelines;
7. Comply with and implement data protection policy in all work related to the grant;
8. Ensure that you have adequate insurance to cover any claim under the Grant funding agreement, and for 2 years afterwards. This must cover any claim by a person suffering injury, damage or loss in connection with funded activities. You must make insurance policies or a certificate of insurance available on request.
9. Keep accurate and comprehensive records about your project both during the project and for seven years afterwards and provide on request with copies of those records and evidence of expenditure of the grant, such as original receipts and bank statements;
10. You acknowledge that we are entitled to suspend or terminate the grant and/or require you to repay all or any 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:
11. You use the grant in any way other than as approved by us or fail to comply with any of these Terms & Conditions.

11. 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.
12. 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 us or the DHSC into disrepute.
13. You enter into, or in our view are likely to enter into, administration.

Limitation of liability

Learning Disability England accepts no liabilities for any consequences, whether direct or indirect, that may come about from the Grant Recipient running funded activities, the use of the grant or from withholding, withdrawing or suspending the grant. The Recipient shall indemnify and hold harmless Learning Disability England with respect to all actions, claims, charges, demands, Losses and proceedings arising from or occurring by reason of the actions and/or omission of the Grant Recipient in relation to funded activities, the non-fulfillment of obligations of the Grant Recipient under this funding agreement or its obligation to third parties.