



## Zero Waste Community Grant

### Terms and Conditions

#### 1. General

Our offer of the Grant is subject to your agreement to the following terms and conditions:

- (a) This Grant will only be used for the purposes set out in the Information for Applicants.
- (b) The Grant will only be spent on the items agreed in the Zero Waste Community Grant Award Letter.
- (c) You will provide brief evaluation reports as outlined and agreed in Zero Waste Community Grant Award Letter.
- (d) You will maintain Your records to show and account for the uses of Grant funds and You will make these records and receipts for all expenditure available to the Council upon request.
- (e) You will provide written acknowledgment of receipt of payment of the Grant funds.
- (f) You will immediately repay any portion of the Grant funds not used for the specified purposes described in the Information for Applicants and agreed in Zero Waste Community Grant Award Letter.
- (g) You will refrain from the use of this Grant fund for any purpose prohibited by law, and gain any permissions required for the Grant funded activities or items.
- (h) You give permission for the Council to share Your organisation's Grant story through its social media and the local press.
- (i) You will comply with reasonable requests for information from the Council about Your Grant related activities.
- (j) The intended use of the Grant will be set out in the Zero Waste Community Grant Application Form and Grant Award letter. Any changes to this must be negotiated and agreed in writing with the Council.
- (k) The grant must be spent within one year following the funding award date.
- (l) Funding will be released following the Council receiving a countersigned copy of the **Grant Award Letter**. This will be transferred direct to Your bank account.
- (m) The Council officer decisions are final in all aspects of this grant award.

## 2. GDPR

You must be fully compliant with all “Data Protection Legislation” currently in force, including (but not strictly limited to) the **Regulation (EU) 2016/679 of the European Parliament (General Data Protection Regulation) or “GDPR) and of the Council of 27<sup>th</sup> April 2016** on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such Data, and repealing Directive 95/46/EC, **UK GDPR**, the **Data Protection Act 2018**, and all such other applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. The words Personal Data, Data Controller, Data and Process have the meaning as set down in the Data Protection Legislation.

### It is agreed that:

- (a) The Council does not require Personal Data for individuals taking part in the Grant activities.
- (b) You shall not Process any Personal Data on the Council’s behalf in relation to this Grant.
- (c) Any Personal Data which is passed to You by the Council is given because it is strictly necessary for the performance of the obligations under the Grant agreement.
- (d) You shall refuse to accept any Personal Data which is not strictly required for it to perform Your obligations under the Grant agreement.
- (e) You also confirm that You will act as Data Controller regarding the personal data which you do accept from the Council.
- (f) This Grant agreement identifies the Data required from the Council in relation to the outputs and outcomes set out in the Application Form.

## 3. Safeguarding

The Council and their partners have a legal obligation to help safeguard children and vulnerable adults.

- (a) If your organisation primarily works with children or vulnerable adults, we may ask you to provide documentation that demonstrates Your awareness of safeguarding and an understanding of how to raise concerns with the appropriate agency if You identify someone who is at risk of harm. This must outline Your awareness of safeguarding and an understanding of how to raise concerns with the appropriate agency if You identify someone who is at risk of harm.
- (b) You shall use all reasonable endeavours to cooperate with the Council and other statutory partners in complying with its duty under **Section 26 of the Counter Terrorism and Security Act 2015** in order to safeguard service users from being drawn into terrorism.

## 4. Definitions:

**Grant:** means the grant of up to £1000 being the maximum amount of grant payable by the Council to You in respect of the Project.

**Information for Applicants:** means the information provided by the Council to You setting out the full details of the Grant, attached to the Grant Award Letter at Schedule 2

**Grant Award**

**Letter:** means this letter from the Council to You awarding you the Grant.

**Council:** means the Council of the Borough of Kirklees.

**You/Your:** means You as the organisation receiving the Grant.

**Safeguarding Policy:** means Your safeguarding policy setting out how You will children and vulnerable adults.