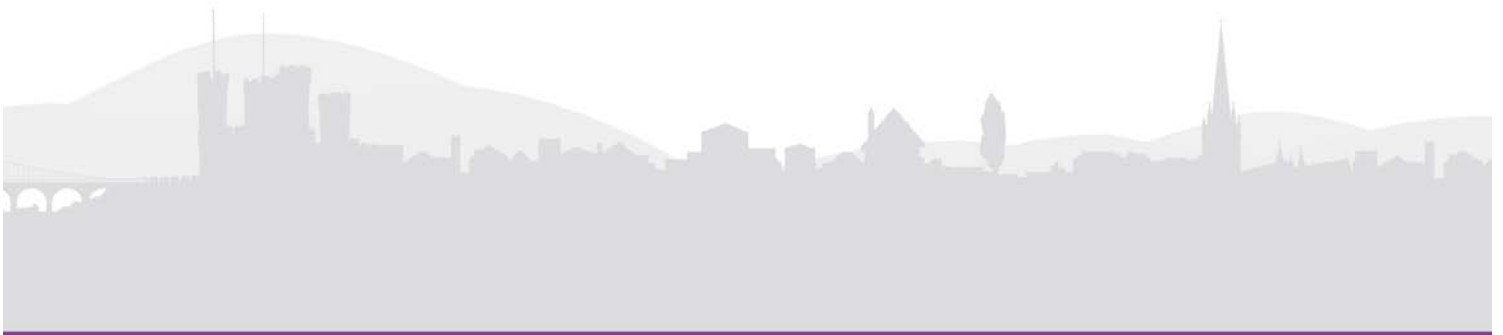


Office of the Police and Crime Commissioner

North Wales

1. Terms and Conditions of Community Safety Grants

- 1.1 These terms and conditions relate to Community Safety Grants made by the Police and Crime Commissioner for north Wales and allocated from his Community Safety Fund.
- 1.2 Community Safety Grants awarded by the Police and Crime Commissioner are made to Stakeholders on the basis of this single set of core Terms and Conditions.
- 1.3 Community Safety Grant holders may add additional conditions to the grant to reflect the particular circumstances and requirements of their organisation, or the nature of a particular grant. Acceptance of a grant constitutes acceptance of both the core conditions and any additional conditions. Any request by the grant holder to the Commissioner to vary these Terms and Conditions must be submitted through the Office of the Police and Crime Commissioner and approved in writing by the Police and Crime Commissioner, Deputy Police and Crime Commissioner or the Chief Executive of the Office of the Police and Crime Commissioner.
- 1.4 The Police and Crime Commissioner reserve the right to vary these Terms and Conditions.
- 1.5 **Community Safety Grant (hereinafter called Grant)** is defined as support for a proportion or the full economic costs of a project/post/service awarded by the Police and Crime Commissioner to help reduce crime and increase community safety across north Wales.
- 1.6 **Community Safety Grant Holder (hereinafter called Grant Holder)** is defined as the person to whom the grant is assigned and who has responsibility for the intellectual leadership of the project and for the overall management of the project/post/service.



2. Data Protection Regulations:

2.1 The Office of the Police and Crime Commissioner will use information provided in the submitted business cases/grant proposal for processing the proposal, the award of any consequential Grant, and for the payment, maintenance and review of the Grant.

2.2 This may include:

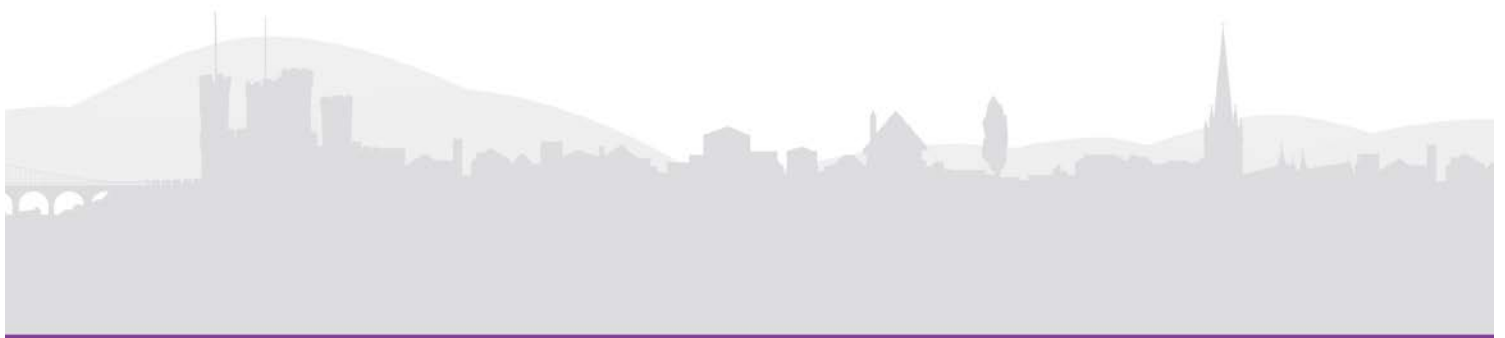
- Operation of grants processing and management information systems.
- Administration, investigation and review of grant proposals.
- Analysis in relation to the evaluation of projects/posts/services.
- Policy and strategy studies.

2.3 To meet the Police and Crime Commissioner's obligations for public accountability and the dissemination of information, details of grants may also be made available on the Office of the Police and Crime Commissioner for north Wales' website and other publicly available databases, reports and documents.

3. Freedom of Information Act

3.1 Attention is drawn to the provisions of the Freedom of Information Act 2000 (FOIA). Police and Crime Commissioners have a statutory duty to issue Publication Schemes which set out the types of information publicly available on their websites or published as documents. In addition, the Office of the Police and Crime Commissioner has an obligation to respond to specific requests and may be required to disclose information about or provided by Grant Holders. In some cases the Office of the Police and Crime Commissioner may consult the Grant Holder before disclosure, but it is under no obligation to do so. If a Grant Holder considers that any information it provides to the Office of the Police and Crime Commissioner would be subject to an exemption under FOIA it should clearly mark the information as such and provide an explanation of why it considers the exemption applies and for how long. The Office of the Police and Crime Commissioner will consider this explanation before disclosure, but it is not obliged to accept it as binding.

3.2 Where the Office of the Police and Crime Commissioner determines that a Grant Holder is holding information on its behalf that it requires in order to



comply with its obligations under FOIA, the Grant Holder undertakes to provide access to such information as soon as reasonably practicable on request of the Office of the Police and Crime Commissioner and in any event within 5 working days.

- 3.3 In some cases Grant Holders may be directly responsible for complying with FOIA; in such cases the Office of the Police and Crime Commissioner accepts no responsibility for any failure to comply by the Grant Holder.

4. Governance

- 4.1 It is the responsibility of the Grant Holder to ensure that the project/post/service is organised and undertaken within a framework of best practice that recognises the various factors that may influence or impact on the project/post/service. Particular requirements are to ensure that there is clarity of role and responsibility among the project team and with any collaborators. The Police and Crime Commissioner expects projects to be conducted and services carried out in accordance with the highest standards of integrity.

5. Health and Safety

- 5.1 The Grant Holder is responsible for ensuring that a safe working environment is provided for all individuals associated with the project/post/service. Its approach and policy on health and safety matters must meet all regulatory and legislative requirements and be consistent with best practice recommended by the Health & Safety Executive.

6. Procurement

- 6.1 The Grant Holder must competitively and sustainably procure all third party goods and services required for the Purposes in Schedule 1 to demonstrate that the Grant Holder has achieved best value in the use of public funds.

7. Fees

- 7.1 Any legal fees or costs of whatever nature incurred by the Grant Holder in connection with these Terms and Conditions must be borne solely by the Grant Holder.



8. Equal Opportunities

- 8.1 The Grant Holder must apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, gender/gender identification, sexual orientation, religion and belief, age, disability, marriage and civil partnership or pregnancy and maternity.

9. Welsh Language

- 9.1 Where the Purposes include or relate to the provision of services or written materials (including signage and information published online) in Wales, they must be provided in Welsh and English, unless it would be unreasonable or disproportionate to do so.

10. Use of Funds

- 10.1 Subject to the Terms and Conditions grants may be used, without reference to the Police and Crime Commissioner, in such a manner as to best carry out the project/post/service as defined by the Purposes.

11. Starting Procedures

- 11.1 The process for activating a Grant consists of two separate stages. The Grant Holder must formally accept the Grant by completing and returning the Offer Acceptance within 10 working days of the Terms and Conditions letter being issued. Returning the Offer Acceptance will result in the Start Confirmation and the Payment Schedule being issued. The Start Confirmation must be submitted within 30 (calendar) days of the offer acceptance being received by the Police and Crime Commissioner and the start date shown on the Start Confirmation will be regarded as the start date of the grant. Expenditure may be incurred prior to the start date of the grant, provided that it does not precede 1 April 201*.

12. How to claim the Funding

- 12.1 The Funding will be paid to the Grant Holder quarterly in arrears.
- 12.2 In order for the Police and Crime Commissioner to transfer the Grant the Grant Holder should send an invoice to the Chief Finance Officer, Office of



the Police and Crime Commissioner, Glan y Don, Colwyn Bay, Conwy, LL29 8AW on a quarterly basis.

12.3 The Office of the Police and Crime Commissioner will aim to pay all valid claims as soon as possible and typically within 14 days of receiving the relevant invoice.

12.4 The Office of the Police and Crime Commissioner is under no obligation to pay any claims for payment which is not in accordance with these Terms and Conditions even if this results in the maximum amount of Grant Funding not being paid to the Grand Holder.

13. Grant Holder's General Obligations

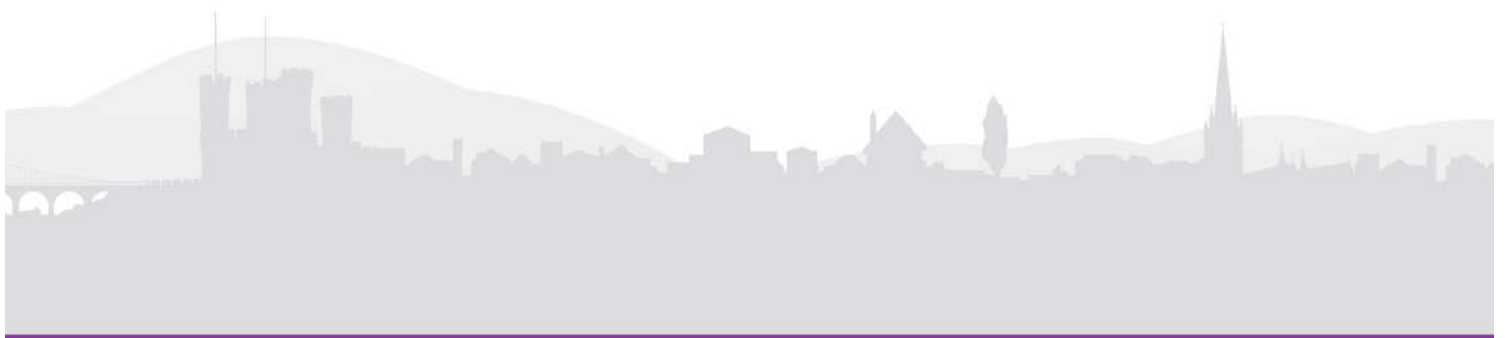
13.1 The Grant Holder must safeguard the Grant against fraud generally and, in particular, fraud on the part of its management, employees and/or suppliers and the Grant Holder shall notify the Office of the Police and Crime Commissioner immediately if it has reason to suspect any fraud has occurred or is occurring or is likely to occur.

13.2 The Grant Holder must not use any part of the Grant for: (1) party political purposes; (2) the promotion of particular religious or political views; (3) gambling; (4) pornography; (5) offering sexual services; (6) purchasing capital equipment (other than as specified in the Purposes); or (7) any kind of illegal activities.

13.3 The Grant Holder must comply with all applicable laws or regulations or official directives whether derived from domestic, EU or international law.

13.4 The Grant Holder must put in place and maintain adequate public liability and employers' liability insurance with a reputable insurance company to cover against the risks which may arise in connection with any property or any activity undertaken in delivery of the Purposes. The Office of the Police and Crime Commissioner reserves the right to require the Grant Holder to submit for inspection any relevant documents relating to this insurance.

13.5 The Grant Holder must comply fully with the Office of the Police and Crime Commissioner while monitoring the Grant Holder's use of the Grant Funding and the Grant Holder's compliance with these Terms and Conditions.



14. Representations and Warranties

By accepting these Terms and Conditions the Grant Holder represents and warrants that:

- 14.1 It has the power to enter into and to perform the obligations set out in these Terms and Conditions and has taken all necessary action to authorise the entry into and performance of the obligations under these Terms and Conditions.
- 14.2 No litigation or arbitration is current or pending or, so far as the Grant Holder is aware, threatened, which have or could have an adverse effect on its ability to perform and comply with any of these Terms and Conditions.
- 14.3 Full disclosure has been made to the Office of the Police and Crime Commissioner before the Start Confirmation date of all material facts or circumstances which need to be disclosed to enable the Police and Crime Commissioner to obtain a true and correct view of the Grant Holder's business and affairs or which ought to be provided to any person who is considering providing funding to the Grant Holder.
- 14.4 The Grant Holder has discussed and agreed the Objectives and Outcomes with the Office of the Police and Crime Commissioner and is confident that they are realistic and achievable.

15. Changes in Project/Post/Service

- 15.1 The Office of the Police and Crime Commissioner must be consulted in the event of any major change in the proposed project/post/service, including failure to gain access to services, particularly those which make it unlikely that the objectives of the project/post/service can be achieved. If appropriate, revised proposals may be required. The Police and Crime Commissioner reserves the right to make a new grant in place of the existing grant, or to revise, retain or terminate the existing grant.
- 15.2 The Police and Crime Commissioner's consent must be obtained in advance of implementing any such change. Please note that the Police and Crime Commissioner is not obliged to give his consent but will consider all reasonable written requests.



15.3 It is the responsibility of the Grant Holder to manage the resources on the Grant, including the staff, and the Police and Crime Commissioner need not be consulted if staffing levels on the Grant are changed.

15.3 The amount of the Grant may be varied by the Police and Crime Commissioner during the lifetime of the Grant in accordance with deflation or to take into account any other Government decisions affecting the funding available to the Police and Crime Commissioner.

16. Inspection

16.1 The Police and Crime Commissioner reserves the right to have reasonable access to inspect the records and financial procedures associated with grants or to appoint any other body or individual for the purpose of such inspection.

16.2 The Grant Holder must, if required by the Police and Crime Commissioner, provide a statement of account for the Grant, certifying that the expenditure has been incurred in accordance with the Terms and Conditions.

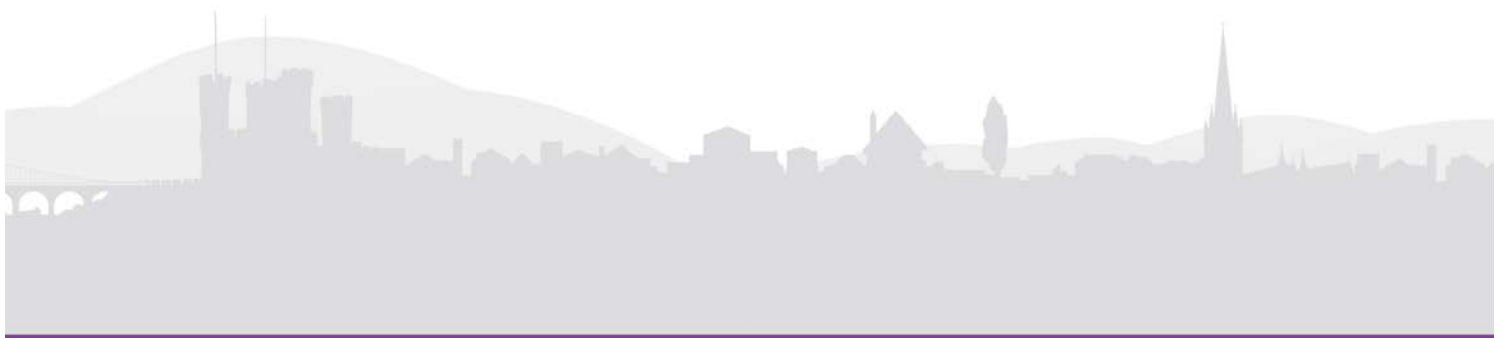
16.3 The Police and Crime Commissioner may undertake periodic reviews of Grant Holders to seek assurance that grants are managed in accordance with the Terms and Conditions.

17. Reporting on the conduct and results of research

17.1 The Police and Crime Commissioner will require quarterly progress reports against the Grant Holder's respective objectives and outcomes, quarterly reports to be submitted with each invoice.

18. Public Engagement

18.1 It is the responsibility of the Office of the Police and Crime Commissioner and the Grant Holder to communicate the results of the project/post/service to the public at both local and national level, and to raise awareness of the role of community safety in any related issues of public interest. Acknowledgement of the Police and Crime Commissioner's financial contribution towards the named projects must be made by the Grant Holder at appropriate opportunities.

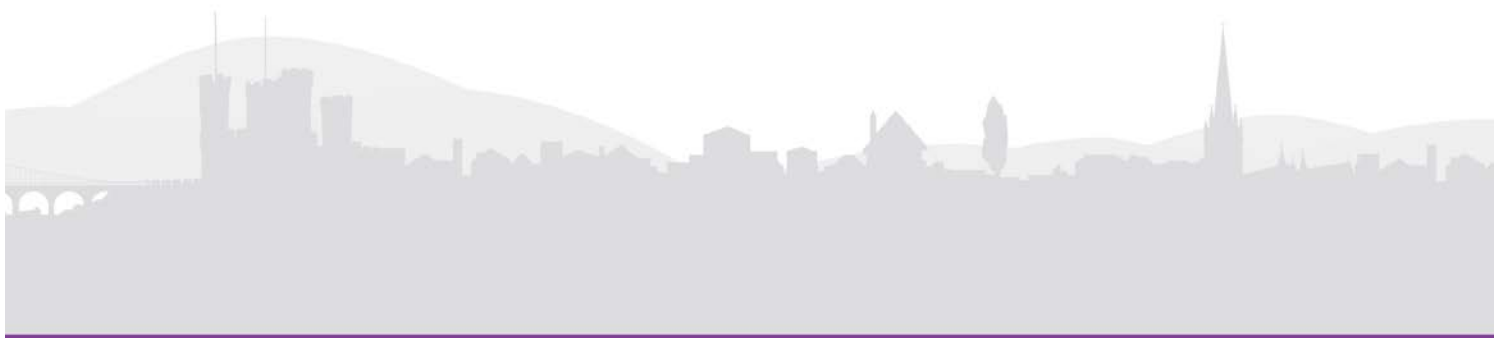


19. General

- 19.1 If at any time any of these Terms and Conditions are deemed to be or become invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions are not in any way to be affected or impaired.
- 19.2 No failure or delay on the part of the Office of the Police and Crime Commissioner to exercise any power, right or remedy under these Terms and Conditions operates as a waiver of any such power, right or remedy or preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights or remedies hereby provided are cumulative and not exclusive of any powers, rights or remedies provided by law.
- 19.3 Any amendment or variation of these Terms and Conditions must be submitted in writing and signed by the Police and Crime Commissioner and the Grant Holder.
- 19.4 The Grant Holder may not assign or otherwise dispose of in any way its rights, benefits, obligations or duties under these Terms and Conditions.
- 19.5 Any conditions which need to endure beyond the end of the Period do so endure.
- 19.6 The award of the Grant is to the Grant Holder alone and no one else is entitled to make a claim in respect of the Funding or seek to rely on or enforce any of these Terms and Conditions.
- 19.7 These Terms and Conditions shall be governed by and construed in accordance with the laws of Wales and England as applied in Wales and the parties hereto submit to the exclusive jurisdiction of the courts of Wales and England.

20. Disclaimer

- 20.1 The Police and Crime Commissioner accepts no liability, financial or otherwise, for expenditure or liability arising from the project/post/service funded by the Grant, except as set out in these Terms and Conditions, or otherwise agreed in writing.



- 20.2 Nothing in these Terms and Conditions imposes any liability on the Police and Crime Commissioner in respect of any liability incurred by the Grant Holder to any third party.
- 20.3 The Police and Crime Commissioner reserve the right to terminate the Grant at any time, subject to reasonable notice.
- 20.4 The Police and Crime Commissioner reserves the right to amend the Payment Schedule at his discretion. The Grant Holder will be advised, in advance, of any such a change. Changes to payment schedules may affect the overall value of the Grant.
- 20.5 If a Grant is terminated or reduced in value, no liability for payment or redundancy or any other compensatory payment for the dismissal of staff funded by the Grant will be accepted.
- 20.6 The Grant Holder must indemnify the Police and Crime Commissioner against any liabilities, claims, proceedings, demands, losses, costs and expenses suffered or incurred by the Police and Crime Commissioner directly or indirectly arising as a result of or in connection with any failure by the Grant Holder to perform fully or in part any obligation it may have to a third party.

21. Offer Acceptance

21.1 I hereby accept the Grant Offer made by the Police and Crime Commissioner for North Wales on behalf of the Grant Holder and accept the above Terms and Conditions:

..... (SIGNED)

..... (PRINT NAME)

..... (JOB TITLE)

..... (ORGANISATION)

..... (DATE)

