



Church Growth Fund Tier 2 Grant Terms and Conditions

The Representative Body of the Church in Wales ('RB' / 'we' / 'us') makes Church Growth Fund grants upon the following Grant Terms and Conditions. Grant recipients for Tier 2 grants (of over £10,000) are either individual dioceses (in which case the grant recipient will be the DBF), dioceses working in partnership (in which case the grant recipients will be one or more DBFs) or the six cathedrals as a group (in which case the grant recipients will be the Deans and Chapters).

Please read these Grant Terms and Conditions through carefully since, in receiving grant payments, you will be agreeing to be bound by them.

Use of the grant

1. The grant which the RB makes to you (the '**grant recipient**') will be used solely for the project and in the manner specified in your offer letter.
2. The project may not be altered or amended in any way without the prior written approval of the Church Growth Fund Allocation Group ('**CGFAG**'). You must notify the RB in writing of any proposed change to the project as soon as such proposal is made.
3. Any part of the grant that is not required or used by you for the project in accordance with the terms set out in your offer letter, or which remains unspent at the end of the funding period, must be returned to the RB.
4. We will not increase the grant if you spend more than the agreed budget on your project without the prior agreement of the CGFAG.

Accounting and Reporting

5. You will acknowledge receipt of each payment of grant in writing within two working weeks of receipt.
6. You will keep accurate and up-to-date accounts and records of the receipt and expenditure of the grant.¹
7. You will hold and account for the grant as a restricted fund and not as general or designated funds.
8. You will hold the grant in a UK based bank account or building society account, which is in the legal name of the organisation that is applying for funding from the RB.
9. You will adhere to best practice regarding financial controls and banking arrangements, ensuring that any transaction made of more than £50 is approved by at least two unrelated and authorised individuals in your organisation. Bank accounts must also be managed by at least two unrelated and authorised individuals in your organisation.
10. You will provide the RB with regular progress and financial reports together with such other information in relation to the grant, the project, and/or your organisation which the RB may reasonably require from time to time, both during the funding period and for three years after the submission of the final project report.²
11. You are required to attend meetings of the CGFAG when requested to do so.
12. You will permit the RB's employees and the members of the CGFAG to visit you, to discuss the work comprised in the project and the way the grant has been applied. The dates and times of these visits would be by agreement and would be to the diocesan office and the project locations.³

¹ See also Clauses 39 to 43.

² See also Project Management Protocol – Clauses 36 to 45.

³ See also Clause 45.

13. You agree to collaborate with us in choosing any third party we may contract with or appoint for the benefit of the project. Determining whether any course of action under this clause is for the benefit of the project will be in consultation with the Diocesan Bishop.
14. You permit to your project being featured in RB promotional material and included in a list of projects in receipt of Church Growth Fund grants.
15. You will notify the RB in writing as soon as reasonably possible and without undue delay if:
 - a) There is any material adverse change to your financial or operating position which could impact on your ability to deliver the project or your ability to comply with your obligations to the RB under your offer letter and these terms and conditions.
 - b) You encounter significant issues or delays with your project or any fraud, other impropriety, mismanagement, or misuse in relation to the grant or any legal claim.
 - c) You are required by law or other regulatory obligation to make a report about any aspect of your operations or activities to the Charity Commission for England and Wales or any other relevant regulator (and will if we reasonably require provide copies of any such reports made by you).

Procurement Process

16. If the grant is for a salary of a new post, you must advertise the vacancy externally unless otherwise agreed with us and carry out a fair and open recruitment process in line with the law.
17. If any part of the grant is used to buy goods, works or services costing **less than £10,000** (including VAT) you do not need to openly tender for these or get multiple quotes. We will expect you to show overall value for money.
18. If any part of the grant is used to buy goods, works or services costing **between £10,000 and £50,000** (including VAT) you will:
 - a) Get at least three competitive tenders or quotes. You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money the tender or quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.
19. If any part of the grant is used to buy goods, works or services costing **more than £50,000** (including VAT) you will:
 - a) Provide proof of a competitive tendering procedures. Your proof should be a report on the tenders you have received, together with your decision on which to accept. You do not necessarily need to appoint the contractor, supplier or consultant who provides the lowest quote. When deciding who to appoint for your project, you should look at the overall value for money the tender or quote presents and the skills, experience and financial viability of the contractor, supplier or consultant.
20. In some circumstances, you do not need to undertake a competitive tendering procedure and you can invite only one organisation to tender. This is where:
 - a) The goods, works or services required are unique and it is not possible to obtain them from other sources by competitive tender.
 - b) You can demonstrate that you have tried to tender the goods, works or services openly and competitively but had not received sufficient interest. The only tender received was submitted by a service provider who believed they were doing so in competition with others.

- c) The company providing the single tender is not connected, either through ownership or through family connections, with senior representatives of the grantee.
- 21. You should use assets purchased or enhanced using the grant only for the project and keep them safely, in good repair and condition and adequately insured for the life of the project.
- 22. Before employment, goods, works or services are contracted a conflicts of interest check must be performed and recorded.

Withholding and Repayment of Grant

- 23. If the RB concludes (after consultation with the Diocesan Bishop) that any part of your grant application is misleading or false or that you are in intentional breach of any of these terms and conditions or any specific terms which apply to your grant, the RB has the right to require the repayment in full of any monies which have been expended on activities which are not in line with the grant application or a subsequent agreed variation.
- 24. The RB may decide (after consultation with the Diocesan Bishop) to withhold any outstanding instalment of your grant if:
 - a) We are not satisfied, after taking reasonable action to bring concerns to your attention and working with you to resolve them, that you have made sufficient or satisfactory progress with the delivery of the project in accordance with the requirements of your offer letter.
 - b) The reports and other information you provide us with are not provided in accordance with the requirements in this document and to the timetable and requirements specified in your offer letter.
- 25. The RB has the right to withhold payment or require immediate repayment of all or any part of the grant not yet spent on the project, in the event that you become insolvent or go into administration, receivership, liquidation or (in the RB's opinion) are unable to pay your debts as they fall due.
- 26. The RB has the right to decline any new applications from applicants if the terms and conditions of a previous grant awarded have not been adhered to.
- 27. If you fail to confirm your acceptance of the grant in writing within three calendar months of the date upon which our offer letter was issued, the RB reserves the right to withdraw and cancel its grant offer entirely.

Liability and Risk

- 28. The RB's total liability to you in respect of the grant is limited to the amount of the grant.
- 29. All risk in connection with the operation of the project rests with you and the RB takes no responsibility for any liabilities whether direct or indirect, arising from your delivery of the project. You will consider whether insurance is needed to cover any material risks that may arise in connection with the project and, if such insurance is needed, will take out and maintain such insurance at your own cost.

Legal and Regulatory Compliance

- 30. You will put in place and maintain at all times appropriate policies and procedures to protect from harm people who come into contact with your organisation. You will provide us with copies of your policies and other relevant documents and information upon request.
- 31. You must have an appropriate written whistleblowing policies and procedure/s in place, ensure the policies and/or procedures are publicised internally and ensure that staff are trained on their principles and operation. You will comply with the Provincial Safeguarding Policy and ensure that DBS checks are performed and recorded for eligible post-holders.

32. You must comply with all applicable data protection legislation including the United Kingdom General Data Protection Regulations (UK GDPR) and the Data Protection Act 2018.
33. You must comply with all laws and regulatory requirements relating to anti-bribery, anti-corruption and money laundering which apply to your activities and will provide us with copies of any relevant policies upon request.

General

34. These Grant Terms and Conditions, together with your offer letter, constitute a grant funding agreement between the RB and you and are not intended to create any partnership, joint venture or agency relationship, nor authorise either party to make or enter into any commitments for or on behalf of the other party.
35. Grants are made at the absolute discretion of the RB. The terms and conditions of grants are non-negotiable.

Project Management Protocol

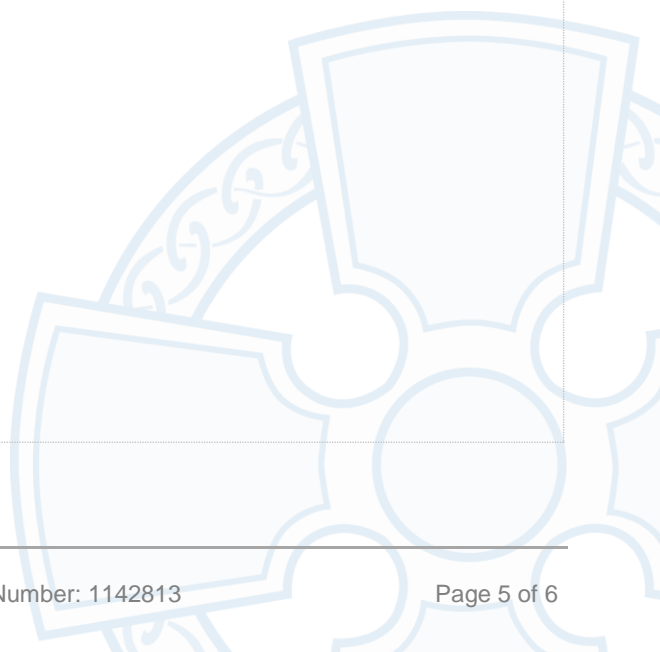
36. Every Tier 2 project funded by the Church Growth Fund must have a clearly identified project manager. Employment costs, expenses, training and other associated costs must be included in grant applications.
37. Project managers, with the agreement of the CGFAG, may manage more than one Evangelism Fund or Church Growth Fund project but cannot be the same person as the project leader or be a bishop, archdeacon, cathedral dean or diocesan secretary.
38. Project managers must be qualified either by substantial experience or hold a recognised project management qualification.
39. Project managers will be employed by Diocesan Boards of Finance. They will have dual reporting arrangements with lines of responsibility to the day-to-day line manager and also to the diocesan bishop with whom the project manager will meet regularly. Such meetings with the bishop could be without others present. Such decisions would be at the discretion of the bishop.
40. Project managers will meet regularly, individually and together, with the nominated officer of the RB, and will have formal permission from the diocesan bishop to be open and honest with the nominated officer about the progress of the project and to raise any concerns they have about use of money, quality of delivery, accuracy and comprehensiveness of reporting or unhealthy operating culture. All will commit to a duty of candour. Such meetings could also include other officers from the diocese and the RB as required.
41. The diocesan bishop or their nominee will chair the appointing panel for the role of Project Manager. The RB's nominated officer will be invited to be a member of the project manager interview panels.
42. The RB's nominated officer will receive copies of diocesan programme board minutes and will be invited to attend meetings of the programme board. It is proposed that the nominated officer attend at least two/three meetings each year.
43. Each project manager will work with their Diocesan Head of Finance to ensure that accurate and detailed income and expenditure records are being kept for the project and that a summary of these, in agreed format, is sent to the RB's Finance Team in support of quarterly draw down requests. A detailed framework of requirements should be prepared by the RB in consultation with the diocese prior to the start of any project. The RB should ensure consistency of data requirements across all projects.
44. If the CGFAG, on the advice of their officers, become concerned about project transparency, information flow or use of funds, they may escalate those concerns firstly to the diocesan bishop

then, if necessary to the Archbishop (or the senior bishop in the case of the Archbishop's diocese) then, if necessary, to the RB's Finance Committee then, if necessary, to the full RB.

45. Both the CGFAG and the diocese will commit to developing a community of practice through open, honest and transparent engagement through ongoing dialogue and reflection. To that end, the CGFAG will establish a programme of educational visits whereby a number of members of the CGFAG will visit the diocese to gain a better understanding of the project and to engage with the diocese in the reflective learning.

Project specific conditions

Any additional terms and conditions specific to this grant will be set out here.



I confirm I have read the above and agree to the terms and conditions of the grant.

Name of project:	
Name:	
Position:	
Signature: <i>(Authorised to sign on behalf of the recipient)</i>	
Date:	

