

GRANT FOR TENANTS & RESIDENTS ASSOCIATIONS

DECLARATION

Group Name _____

EQUAL OPPORTUNITIES DECLARATION

We have read and fully agree to fully abide by our landlord's Equality Policy (ask your landlord for a copy if you don't have one)

Signed by

Chair _____

On behalf of the above group

CONDITIONS OF FUNDING DECLARATION

We have read and fully agree to abide by the attached Conditions of Funding if we are awarded an annual grant from Lewisham Tenants Fund.

Signed by:

Chair _____

Secretary _____

Treasurer _____

Dated _____

On behalf of the above group

Name & Address of all signatories

Name..... Address..... Position.....	Name of bank <hr/> Branch
Name..... Address..... Position.....	Account Name <hr/> Sort Code
Name..... Address..... Position.....	Account Number <hr/>

Please add any additional signatories below:

What activities have your group undertaken in the past year? Please list what you have done to improve the quality of life locally, including social activities.

Activity

How has this benefitted your group?

<ul style="list-style-type: none">••••••	<ul style="list-style-type: none">••••••
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List what you hope to achieve this year

<ul style="list-style-type: none">••••••

How much do you plan to spend this year	
Day to day running costs Stationery/ Office general Telephone bills Leaflets/posters/ Newsletters Affiliations	
Costs of Meetings Hire of hall Rent Utilities Insurance Crèche/carers Allowance Transport	
Expenses Repairs/ Servicing Equipment itself Please specify Other Please specify	
Total	£

LEWISHAM TENANTS FUND

CONDITIONS OF FUNDING

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1 INTRODUCTION

- 1.1 This document is designed to specify conditions of use of funds awarded by Lewisham Tenants' Fund.
- 1.2 Lewisham Tenants' Fund recognises the important role that tenants' groups play in the Lewisham tenants' movement. Lewisham Tenants' Fund wishes to ensure that the services provided by these organisations and others funded by Lewisham Tenants' Fund offer value for money, are effective in the delivery of the service they provide and promote equality of opportunity for all sections of the community.
- 1.3 Lewisham Tenants' Fund encourages organisations to maintain their own identity, and retain their independence. They will do this by providing money directly to accredited groups and by supporting training initiatives. The purpose of these Conditions of Grant Aid is to provide a set of rules that will govern the relationship between the Lewisham Tenants' Fund and the organisations that it funds.
- 1.4 Lewisham Tenants' Fund may amend these Conditions from time to time, but will notify organisations in writing before doing so, normally giving them not less than 8 weeks' notice of any proposed amendments.

2 EQUAL OPPORTUNITIES

- 2.1 Lewisham Tenants' Fund is committed to equal opportunities. Without prejudice to any specific requirement in these Conditions, organisations funded by Lewisham Tenants' Fund shall ensure that they promote equality of opportunity to all sections of the community in their service delivery, their

internal management and (where applicable) employment practices, and in their dealings with any partners or contractors.

3 THE FUNDED ORGANISATION.

- 3.1 All funded organisations shall be tenants' associations accredited (or seeking accreditation in the case of start-up grants) by the London Borough of Lewisham or organisations acting on behalf of them.
- 3.2 Funded organisations shall adopt a constitution or statement, which reflects their aims and objectives.
- 3.3 The funded organisation shall use any grant aid received from the Lewisham Tenants' Fund wholly and exclusively for the purpose or purposes set out in the application and in line with the current expenditure guidelines produced by Lewisham Tenants' Fund.
- 3.4 LTF shall be notified and its consent obtained for any changes in the funded organisation's aims and objectives or in the way it intends to use the funds given.
- 3.5 If any change is made without seeking LTF's consent, the grant may be withdrawn and LTF reserves the right to take legal action to recover funds so paid.
- 3.6 If funds are not used for the purpose or purposes set out in the current expenditure guidelines/application, without seeking LTF's consent the funds may be withdrawn and LTF reserves the right to take legal action to recover money so paid.
- 3.7 The funded organisation shall be responsible for ensuring funds are properly accounted for.

4 STATUS AND INDEMNITY

- 4.1 In carrying out its function the funded organisation will be acting in its own right and not as the agent of Lewisham Tenants' Fund and consequently:

- 4.1.1 The funded organisation, its management committee, and/or its employees shall not say or do anything that might lead any other person to believe that the funded organisation is acting as the agent of Lewisham Tenants' Fund.
- 4.1.2 Nothing in these Conditions shall render Lewisham Tenants' Fund liable to indemnify the funded organisation in respect of any liability of any kind incurred by the funded organisation to any other person.
- 4.1.3 The funded organisation shall take all reasonable steps to protect Lewisham Tenants' Fund from liability incurred as a result of breach of any of these Conditions or any related act or omission of the funded organisation. Also see point 3.5

5 GUIDANCE

- 5.1 In its performance of these Conditions the funded organisation shall comply with any recommended practices set out from time to time in any guidance issued by LTF through officers authorised by the LTF management committee.

6 LEAD OFFICER

- 6.1 All organisations receiving a grant from Lewisham Tenants' Fund are subject to monitoring by the fund.
- 6.2 The organisation shall be assigned an administration officer by Lewisham Tenants' Fund who will be the funded organisation's main contact with LTF and is the person who should be approached with regard to any problem with the funding.
- 6.3 The Lewisham Tenants' Fund administration officer or a nominated representative shall be given the opportunity to inspect financial records and other related documents upon reasonable notice.
- 6.4 The Lewisham Tenants' Fund administration officer shall be responsible for monitoring the funded organisation's

performance and compliance with the Conditions of Funding.

- 6.5 In the event of a suspected breach of the Conditions of Funding Lewisham Tenants' Fund's administration officer or Lewisham Tenants' Fund's nominated representative shall be given access to the organisation at all reasonable times, and shall be entitled to inspect relevant documents and papers upon written notice to the funded organisation.

7 MANAGEMENT

- 7.1 The funded organisation shall have a management committee or its equivalent as defined in the constitution. The committee shall normally include:
- 7.1.1 A chair
 - 7.1.2 A secretary
 - 7.1.3 A treasurer, and
 - 7.1.4 Other members including user representatives where appropriate
- 7.2 Employees of the funded organisation shall not be voting members of the management committee or its equivalent save with the express consent of Lewisham Tenants' Fund.
- 7.3 Members of the management committee or its equivalent who have a pecuniary interest in any contract for works, good or services which is being assessed by the funded organisation shall declare their interest, withdraw from any meeting at which the contract is being considered, and refrain from voting.
- 7.4 The funded organisation shall inform Lewisham Tenants' Fund of the names and addresses of all officers of the management committee or its equivalent.
- 7.5 Lewisham Tenants' Fund shall be entitled to nominate an officer(s) to attend the funded organisation's management committee or its equivalent meetings, with due notice. Any such person shall be entitled to speak at the meeting on issues related to funding, but shall not be entitled to vote.

The funded organisations management committee or its equivalent shall be entitled to ask the Lewisham Tenants' Fund officer to leave the meeting if there is an item for discussion which they reasonably regard as confidential.

8 POLITICS

8.1 The organisation shall not:

8.1.1 Support any political party or have any party political affiliations

8.1.2 Use any part of Lewisham Tenants Fund's grant to engage in publicity, which could reasonably be regarded as designed to affect support for a political party. In the event of a dispute the normal appeals procedure will apply.

9 PUBLICITY

9.1 In any publicity the funded organisation shall where appropriate acknowledge that it is funded by Lewisham Tenants' Fund.

10 HEALTH & SAFETY

10.1 Funded organisations shall comply with all relevant legislation in place from time to time with regard to the health and safety of its employees and/or third parties.

11 FINANCIAL PRACTICES AND PROCEDURES

11.1 Funded organisations shall comply with the following financial practices and procedures:

FINANCIAL CONTROL

11.2 The organisation shall be responsible for ensuring that:

- a. The funded organisations funds are handled in accordance with its constitution and management committee or equivalent decisions.

- b. All income received are recorded, clearly identifying the nature of the income and ensuring that any sums due are collected.
- c. All expenditure incurred on behalf of the funded organisation is recorded clearly, identifying the nature of the spending, and that any outstanding debts are paid (taking into account any special arrangements made with creditors).
- d. The financial position of the funded organisation is reported at every meeting and audit accounts are presented at the AGM.
- e. Lewisham Tenants' Fund is provided with an annual report of the organisation's financial position each year to include a receipts and payments account and a balance sheet.
- f. Every authorised person handling LTF grant funding on behalf of the funded organisation must be a Lewisham Council tenant or leaseholder.

BANK ACCOUNTS

The funded organisation shall maintain a separate bank account in its own name and comply with the following procedures:

- a. All cheques/BACS shall have at least two signatures/authorisers, all of whom must be Lewisham Council Tenants or leaseholders.
- b. Signatories must be unrelated and not living at the same address. It is strongly recommended that the bank's mandate shall comprise of at least three signatories.
- c. The funded organisation authorises their bank and/or building society to give Lewisham Tenants' Fund information regarding their account in circumstances where Lewisham Tenants' Fund has advised the funded organisation of concerns relating to financial irregularities.
- d. The funded organisation authorises their bank and/or building society to transfer to Lewisham Tenants' Fund unspent grant funding held in the relevant bank and/or building society account in circumstances where the organisation is no longer operating.

RECORDS

- a. The funded organisation shall keep adequate accounting records, which must show with reasonable accuracy the financial position of the organisation at any time.
- b. The records shall:
 - i. Show all transactions of the funded organisation, in particular all money received or paid for differentiating in particular between Lewisham Tenants' Fund and funds raised from other sources.
 - ii. Include a record of the funded organisation's assets (including equipment) and its liabilities.
 - iii. Enable proper accounts to be prepared at any time.
- c. The records shall at least comprise of:
 - i. a cashbook (accounting for bank transactions)
 - ii. petty cash book
 - iii. bank statements
 - iv. reconciliation of cashbook: and
 - v. book of receipts
- d. The funded organisation shall separate any capital funds from revenue funds.

12 FINANCE

12.1 ACCOUNTS

12.1.1 The funded organisation should use the same financial year as Lewisham Tenants' Fund from 1st April to 31st March, unless Lewisham Tenants' Fund agrees otherwise in writing.

12.1.2 All organisations in receipt of funds from LTF shall have independently audited accounts which must give an

overall view of the total resources made available to them during the year and how they have been expended. These shall be presented for approval and adopted at the funded organisation's annual general meeting.

12.1.3 A signed copy of the adopted audited accounts/income and expenditure account shall be presented to LTF no later than 3 months following an audit each year.

12.1.4 Failure to produce audited account/ income and expenditure accounts may result in the delay of subsequent grant payments.

12.1.5 All documents relating to the audit shall be kept for a minimum of 6 years from the date of completion of the audit.

12.1.6 The funded organisation shall allow the lead officer and/ or a nominated representative of Lewisham Tenants' Fund at any reasonable time on written notice to examine the accounts, books and any supporting documentation.

12.1.7 The funded organisation shall show in its final audited accounts how funding from Lewisham Tenants' Fund and other sources of finance have been used across the organisation.

12.2 Any organisation which is a registered charity shall in addition to the requirements of these Conditions comply with the requirements of the Charities Act 1992, amended in 1996 and any related legislation with regard to the preparation and submission of accounts and otherwise.

13 VAT

13.1 It is the responsibility of the funded organisation to establish the VAT position with respect to payments under these Conditions. Lewisham Tenants' Fund shall not accept liability for amounts due to be paid by the organisation to HM Customs and Excise under VAT regulations and the organisation shall indemnify Lewisham Tenants' Fund against any VAT liability arising from the operation of this

agreement.

14 PAYMENT OF GRANT

14.1 The grant shall normally be paid annually by BACS. Any disputes over payment of grant can be referred to the normal appeal procedure.

15 WITHDRAWAL OF GRANT

15.1 If for any reason it is decided on annual application or otherwise, that the grant should be withdrawn from an organisation, which employs staff, Lewisham Tenants' Fund shall normally ensure that the funded organisation has four months' notice of any such withdrawal.

16 RECOVERY OF SUMS DUE

16.1 Wherever under these Conditions any agreed sum of money is recoverable from or payable by the funded organisation that sum shall be deducted from any sums then due or which at any later time may become due to the funded organisation under these Conditions or under any other agreement or contract with Lewisham Tenants' Fund.

17 CORRUPT GIFTS AND PAYMENTS

17.1 The funded organisation shall not offer or give to any member, employee or representative of Lewisham Tenants' Fund any gift of any kind as an inducement or reward for doing or refraining from doing any act in relation to the obtaining or execution of this or any other agreement with Lewisham Tenants' Fund or for showing or refraining from showing favour or preference to any person in relation to these Conditions and the funded organisation's relationship with Lewisham Tenants' Fund in general.

18 EMPLOYMENT

18.1 The funded organisation shall issue all employees with:

18.1.1 A written contract of employment

- 18.1.2 A written job description
- 18.1.3 A written disciplinary procedure
- 18.1.4 A written grievance procedure
- 18.2 These documents shall comply with the requirements set out in the Employment Rights Act 1996 as amended and the ACAS code on disciplinary practice and procedures in employment.
- 18.3 The funded organisation shall be responsible for their
- a) staffing levels
 - b) salaries
 - c) wages, and
 - d) other conditions of service for staff
- 18.4 The funded organisation shall ensure that staffs are appointed on merit.
- 18.5 Members of management committees and employees shall not be involved in appointments where they are related to an applicant or have a personal relationship with them outside work.
- 18.6 Any organisational conditions of service, which are in excess of those applying to Lewisham Tenants' Fund's, own staff or those of Lewisham Council staff shall not be met by Lewisham Tenants' Fund without their specific written consent in advance. Where Lewisham Tenants' Fund has no comparable staff Lewisham Council's job evaluation process may be used to establish reasonable salary scales.
- 18.7 Where the salaries are paid in full or in part by Grant Aid from Lewisham Tenants' Fund, the conditions of employment including any amendments and job descriptions shall be made available to Lewisham Tenants' Fund for inspection.
- 18.8 The funded organisation shall make employees aware of their right to belong to and be represented by an appropriate trade

union.

19 VARIATION

19.1 Lewisham Tenants' Fund reserves the right to vary these Conditions of Grant Aid in the course of the year, subject to formal approval by Lewisham Tenants' Fund's Management Committee and in accordance with clause 1.4

20 LEWISHAM TENANTS' FUND RESPONSIBILITIES

20.1 Lewisham Tenants' Fund recognises that it has a duty to act reasonably towards funded organisations, their management committees and their staff. Lewisham Tenants' Fund shall so far as possible ensure prompt payment of the grant, establish good communications, advise the project if it's work is under discussion at Lewisham Tenants' Funds' committee, make available relevant reports, and ensure the funded organisation receives copies of minutes of any formal joint meetings.

20.2 Lewisham Tenants' Fund shall ensure that funded organisations receive a copy of its monitoring report and has adequate time to comment on it before the report is considered by Lewisham Tenants' Fund's management committee. Such comments shall be taken into account in the management committee report, or added as an appendix.

21 SPECIAL CONDITIONS

21.1 Where the grant is provided for a particular purpose, Lewisham Tenants' Fund may set more specific Conditions. The funded organisation shall be clearly notified if special Conditions of Grant Aid apply. If there is a conflict between the special Conditions and these Conditions of Grant Aid, the special Conditions shall take precedence.

22 DISSOLUTION

22.1 Where it is intended to dissolve the funded organisation Lewisham Tenants' Fund shall be notified in writing as soon as practicable, but within 7 days of the decision to dissolve the funded organisation in any event. Payment of Grant Aid shall automatically stop upon the dissolution of the funded

organisation. In addition, one or more of the following shall apply:

22.1.1 Lewisham Tenants' Fund shall require the funded organisation to return any unspent funds to Lewisham Tenants' Fund within 28 days.

22.1.2 If Lewisham Tenants' Fund does so require, Lewisham Tenants' Fund may require the funded organisation to provide an inventory showing how any Grant Aid received in that financial period has been spent.

22.1.3 In any event the funded organisation shall only dispose of any assets not so returned on the terms approved by Lewisham Tenants' Fund and any other relevant funding bodies.

23 PREMISES AND CAPITAL ASSETS

23.1 The funded organisation shall allow Lewisham Tenants' Fund to inspect, on request, all capital assets constructed or obtained with Grant Aid from Lewisham Tenants' Fund. The funded organisation shall maintain an inventory of all items of value which should include the following information:

23.1.1 A brief description of the item

23.1.2 A serial number if applicable

23.1.3 Cost

23.1.4 Date of purchase

23.2 Upon the sale of any item which falls within the above category, the funded organisation shall maintain an inventory of the following information:

23.2.1 Date of sale

23.2.2 Income received upon sale

24 INSURANCE

24.1 The funded organisation shall meet from its own resources any losses arising from fraud, theft or fire, or additional expenditure due to for example professional negligence, employer or, third party damages. The funded organisation shall accordingly take out insurance to cover such risks and details of such insurance shall be made available to Lewisham Tenants' Fund, normally on application for the grant. If the funded organisation believes such insurance is not appropriate in full or part, it shall seek Lewisham Tenants' Fund prior approval before taking a decision not to insure.

25 BREACH OF CONDITIONS

25.1 With any suspected breach of the Conditions Lewisham Tenants' Fund shall carry out such investigations as may be appropriate to include seeking an explanation from the organisation's management committee.

25.2 Lewisham Tenants' Fund shall not normally continue to pay Grant Aid to any funded organisation during the course of an investigation, but reserves the right to suspend payment. Such a decision will be agreed by the Chair of Lewisham Tenants' Fund and the funded organisation shall be entitled to make representations to the Chair, before any decision is taken.

25.3 Following the investigation Lewisham Tenants' Fund may:

25.3.1 Require the funded organisation to remedy the breach or take such other remedial action as Lewisham Tenants' Fund may require OR

25.3.2 Terminate payment of the Grant Aid. Such action will only be taken by Lewisham Tenants' Fund where the breach is so serious that the funded organisation should no longer receive Grant Aid. The full Lewisham Tenants' Fund management committee will only take such a decision, and the funded organisation shall be entitled to make representations to the management committee before the decision is taken.