



## **Arts & Culture Fund Terms and Conditions**

This document sets out the Terms and conditions that apply to the awarded Arts & Culture grant to the Organisation named below. This should be signed by the grant applicant and an authorised signatory on the named bank account; not related to the grant applicant, and returned to North Norfolk District Council, Health & Communities Team at [supporting.communities@north-norfolk.gov.uk](mailto:supporting.communities@north-norfolk.gov.uk) within fourteen days of the date of grant offer letter.

### **Grant Award**

| <b>Name of Organisation</b>   | <b>Amount Awarded:</b> | <b>Date Awarded:</b> |
|---|------------------------|----------------------|
| Fakenham Choral Society   | £3,351                 | July 2023            |
| <b>Purpose for which the Award is to be used</b>  |                        |                      |
| 50th Anniversary Season<br>To pay for additional orchestral players and soloists, to promote and publicise the 3 concert season by printed means and to keep ticket prices affordable or even free. |                        |                      |
| <b>Funding for financial year:</b>  | <b>2023-24</b>         |                      |

### **Duration**

These terms and conditions apply to the above grant and are at all times subject to receipt and approval of the monitoring information by the relevant officer of the Council. If any equipment or asset is bought with the grant, these terms and conditions apply until the end of the working life of that asset. Funding condition 9 below requiring repayment of the grant in certain designated circumstances shall continue in force after completion of the project to be funded or part funded by this grant.

### **Funding**

1. The grant can only be used for those activities described in the grant application (subject to any agreed amendments).
2. Changes to the use of the grant money must not be made without seeking and obtaining written permission from NNDC.
3. Funding is not awarded for costs incurred before the grant award.
4. The grant money must be clearly identified in the organisation's annual accounts and must not be included in the organisation's general funds.

5. No equipment or other assets funded or part funded through the North Norfolk Arts & Culture Grant should be sold or disposed of without first receiving written permission from NNDC. Failure to gain such permission prior to any disposal of equipment or assets will result in a claim for reimbursement by NNDC.
6. Financial records and accounts must be kept for at least 6 years from the date of receiving the grant and must be made available to NNDC upon request.
7. NNDC will not increase the grant offer in the event of overspends or other commitments.
8. The organisation must notify NNDC if there is a risk the project will be compromised or may not be implemented.
9. NNDC may withdraw a grant offer, withhold payment of a grant or require repayment of a grant in whole or part in accordance with the Arts & Culture Grant Recovery Policy in the following circumstances:
  - a. If the organisation fails to comply with the terms and conditions of this grant agreement.
  - b. If the application form was completed dishonestly or the supporting documents contain false or misleading information.
  - c. If the organisation does not follow appropriate child and vulnerable persons protection policies (if applicable).
  - d. If the organisation does not follow appropriate equality and diversity policies (if applicable).
  - e. If any member of the organisation's governing body, staff or volunteers act dishonestly or negligently in their implementation of the grant.
  - f. If the organisation closes down or otherwise ceases for any reason, goes into administration, receivership or liquidation.

### **Publicity**

1. Acceptance of the grant permits NNDC to use the organisation's name and project name in its own publicity materials (unless a contrary agreement is made in writing).
2. Where appropriate, it will be expected that the specified NNDC logo will be used in any publicity material to acknowledge the grant provided.
3. This grant agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary, business or other relationship between the parties other than payment of NNDC's Arts & Culture grant provided for in this Agreement.
4. The funded organisation or group shall not represent that it has any authority to make any commitments financial or otherwise on NNDC's behalf and shall indemnify and keep indemnified NNDC from and against any and all loss, damage and liability (whether criminal or civil) including

financial loss incurred in completion and performance of the activities funded or part funded by the grant agreement including purchase of any asset and equipment.

## **Monitoring**

The organisation must comply with the monitoring requirements of the grant offer. Detailed in the table below

|    |  |
|----|--|
| 1. | NNDC Arts & Culture Fund is to be contacted prior to, involved with and acknowledged in any publicity, promotional literature and media articles. An NNDC representative is to be invited to speak at any opening / launch event. The NNDC Arts & Culture logo is to be displayed on websites, any literature and publicity material.  |
| 2. | The project will be required to submit 2 or 3 good quality images of the completed project. These images could be used as publicity for the Arts & Culture Fund by North Norfolk District Council.   |
| 3. | An update on the projects progress will be provide prior to each grant panel meeting when requested either by email or via phone   |
| 4. | <p>The named Organisation will be expected to collect the following information that will be needed in order to complete the End of Grant report sent to them at the end of the funded year</p> <ul style="list-style-type: none"> <li>• Category type i.e. Music, Art, Drama, Film, Literature, Other (please specify)</li> <li>• Type of Event i.e. Concert, Workshop, Exhibition, Performance, Other (please specify)</li> <li>• When Event was held - date and time</li> <li>• Location and Venue of Event</li> <li>• Number of people who attend Event(s) – Adults, Children</li> <li>• Admission/Participation charge - Adults, Children</li> <li>• Age range of people who attend Event – up to 30 years, 30–60 years, over 60 years</li> </ul> |

## **Organisational Issues**

1. Where relevant, annual accounts and returns must be submitted to the Charity Commission on time.
2. Changes to the organisation's constitution (or articles of association) must be notified to NNDC.
3. The funded organisation must insure against any risks which may arise in connection with any activity undertaken by the organisation which is grant-aided in whole or in part by the Council. NNDC reserves the right to require the Organisation to submit for inspection any relevant documents relating to insurance policies.

### Specific Terms and Conditions

The following specific conditions apply to the grant award. The grant award will not be released until these conditions have been met.

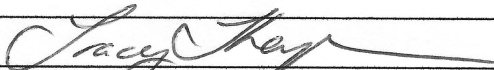
|    |  |
|----|--|
| 1. | Confirmation in writing that all concerts will be going ahead.                   |
| 2. | Confirmation in writing that all the remaining funding has been raised.          |
| 3. | Confirmation in writing of the venues for the concerts in Fakenham and/or Wells. |

### **Additional Comments**

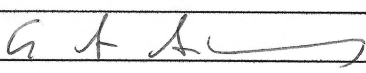
The Arts & Culture Panel would like to see greater engagement with and potential participation of pupils from other schools not just Greshams such as those in Fakenham or Holt and suggest that Fakenham Choral Society contact Alison Brain Norfolk County Council Peripatetic Music Service [alison.brain@norfolk.gov.uk](mailto:alison.brain@norfolk.gov.uk).

### Signatures

I confirm that I have read and accept the terms and conditions stated above and have authority to agree these terms and conditions on behalf of the organisation. **(N.B this must be signed by the contact named on the grant application form).**

|           |   |      |            |
|-----------|---|------|------------|
| Signature |  |      |            |
| Name      | TRACEY THOMPSON   |      |            |
| Position  | SECRETARY   | Date | 10-08-2023 |

I confirm I have read and accept the terms and conditions stated above, have the authority to agree these terms and conditions on behalf of the organisation, and I am an authorised signatory on the organisations bank account. **(N.B. This person cannot be related to the signatory above and would preferably be the Treasurer or the Parish Council Financial Responsible Officer).**

|           |   |      |         |
|-----------|---|------|---------|
| Signature |  |      |         |
| Name      | GILLIAN ASHBY   |      |         |
| Position  | TREASURER   | Date | 14.8.23 |

### Contact Details for Arts & Culture Grants

Email – [supporting.communities@north-norfolk.gov.uk](mailto:supporting.communities@north-norfolk.gov.uk)

Phone: - 01263 516173 or 01263 516248