

Mr Carl Douglas  
Head Coach  
Bramford Tennis Club  
Bramford Sports Pavilion  
Acton Road  
Bramford  
IP8 4HU

05 January 2024

Our Ref: 2023018435 (your unique reference number should be quoted in all communication)

Dear Mr Douglas,

### **The Small Grants Programme – Award Offer Letter – Bramford Tennis Club**

I am delighted to inform you that, subject to the terms and conditions set out in this Letter and attached Award Agreement (the “**Agreement**”), Sport England has agreed to award National Lottery Funding to Bramford Tennis Club (the “**Organisation**”) a grant of £15,000 (the “**Award**”) towards a total project cost of £31,858 for the development of your Project (Bramford Tennis Club – Project Smash).

Please find enclosed the following documents explaining the full details of your Award Offer, all of which you should read carefully before you accept this offer:

- + Award Agreement
- + Standard Terms and Conditions
- + Forms to return to us

If you are happy to accept this award, please complete the acceptance paperwork and return it to [myaward@sportengland.org](mailto:myaward@sportengland.org). We will accept a printed signature but please provide details of a second contact in your organisation in the boxes provided. Once in receipt of these documents, we will process your payment.

From time to time, Sport England makes media announcements to promote projects that we are funding and to promote the National Lottery. We will let you know if we plan to highlight your grant award.



On behalf of Sport England, I would like to offer my congratulations on your award.

Yours sincerely

A handwritten signature in black ink, appearing to read "Glyn Hawkes".

Glyn Hawkes  
Head of Investment Management  
Sport England

Sport England, SportPark, 3 Oakwood Drive, Loughborough, LE11 3QF  
T: 03458 508 508 F: 01509 233192 E: [funding@sportengland.org](mailto:funding@sportengland.org) [www.sportengland.org](http://www.sportengland.org)

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## THE SMALL GRANTS PROGRAMME



# AWARD AGREEMENT

**Sport England**

**&**

**Bramford Tennis Club**

**URN: 2023018435**

**DATE: 05 January 2024**

# Award Agreement

## Award Agreement Contents

1. Project Details
2. The Award (Financial Breakdown)
3. Project Conditions
4. Accepting Your Award

## In addition you will find attached the following forms:

1. Document Checklist
2. Award Acceptance and Payment Claim Form
3. Bank Details Form
4. Standard Terms and Conditions of Award

An explanation of the forms can be found in the **Document Checklist**.

## Legally Binding Agreement

Once accepted by the Organisation, the Award Offer Letter together with this Award Agreement and the Standard Terms and Conditions, form a binding contract with Sport England. It is important therefore that you read and understand all the documents before you agree to accept this Award.

## Counter Fraud Statement

Sport England takes the offence of fraud (which in the context of this statement includes the separate offences of theft, corruption and bribery) very seriously and we work with a number of agencies to prevent such fraud. Where fraud, or an attempt to defraud, does occur then we will take robust action against those who choose to defraud Sport England (or any other body associated with Project) including informing the police and seeking recovery of any losses. Your organisation should take appropriate measures to ensure it is managing this Sport England award appropriately and that all funds are used (and full records kept) for the agreed purposes only.

## Accepting Your Award

If you are satisfied with all the details set out in the Agreement and wish to accept your Award Offer, complete the enclosed **Acceptance Form and BACS form and attach a recent bank statement** within 1 month of the date of this letter. Email it to [myaward@sportengland.org](mailto:myaward@sportengland.org).

Should you require any guidance or further explanation of the Agreement and associated paperwork, please contact us by email [myaward@sportengland.org](mailto:myaward@sportengland.org) or telephone **03458 508 508**.

## 1. PROJECT DETAILS

### Project Outline

The Award is granted solely to assist Bramford Tennis Club in financing:

The project will install new floodlights on a tennis court to increase capacity and provide a series of development sessions to engage new audiences. Extra capacity will be used to run additional adult and junior coaching for members and non-members, plus club-nights and year-round tennis taster sessions. In addition, the project will deliver 30, one-hour weekly 'Tennis for Free' sessions aimed at disadvantaged and underrepresented groups including older people, women and girls; plus 20 one-hour walking tennis sessions and 20 places on the Prime Video LTA Youth Girls coaching programme. Lighting work will include LED head units, eight retractable columns, electric connection boxes, installation and cabling.

## 2. THE AWARD

Sport England is pleased to offer a Lottery Award of £15,000 (the "**Award**") towards your Total Project Cost of £31,858 for the period 01/03/2024 to 31/08/2024.

The offer of the Award is subject to the terms of this Award Agreement and the Standard Terms and Conditions. Together with the Award Offer Letter these documents make up the "**Agreement**" between us.

### Use of Award

We ask that the works outlined in your award are ready to start within six weeks from the point of award.

The Award must only be used towards financing the costs detailed in the table below:

Items	Description	Cost	
		Total Amount	Grant
Other: Installation of eight LED floodlights and fence strengthening	Includes LED head units, eight retractable columns, electric connection boxes, installation and cabling.	£29,908	£13,500
Coaches Fees / Expenses	Coaching fees for three separate sports development activities.	£1,950	£1,500

### Other Funding

If your application commits to provide other funding to support the financing of your project. This is detailed in the table below, if applicable for your project:

Amount	Source
£16,858	Bramford Tennis Club

## 3. PROJECT CONDITIONS

Your Award is subject to the Standard Terms and Conditions, which apply to all of the Awards we have offered through The Small Grants Programme. It is also subject to you completing the award acceptance documentation and project specific conditions as set out below.

Condition	Date Required
You need to complete and return to us: - Award Acceptance and Payment Claim Form	Within one month of award letter
- Bank Details Form (BACS) - Copy of a recent bank statement in the name of the Organisation	Within one month from the date of the Award Offer Letter or unless otherwise agreed
Project Specific Condition (if applicable)	Before first payment

The Award will not be paid until the Organisation provides Sport England with satisfactory evidence that all required partnership funding has been secured.	
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## 4. PUBLICITY

Your Project has been awarded Sport England funding provided by The National Lottery. We want to celebrate and commemorate your involvement in contributing to our work:

1. Sport England and The National Lottery brand toolkit provides advice on methods to use when promoting the award and which logo to use: [www.sportengland.org/press-pack/logo-and-brand-toolkit](http://www.sportengland.org/press-pack/logo-and-brand-toolkit) . We would also like all to ensure all projects do the following:
  - a. Reference Sport England's investment in your Project in all press releases and media interviews making reference to The National Lottery.
  - b. Promote the Project throughout the Award. Please send publicity, marketing and media materials throughout this period to Sport England by emailing copies to [media.team@sportengland.org](mailto:media.team@sportengland.org)
2. Display appropriate Sport England branding on all publicity material, including but not limited to websites, brochures, posters, flyers and stationery.

## 5. ACCEPTING YOUR AWARD

Once you have received the letter, Award Agreement and Terms and Conditions, you have **1 month** from the date of the Award Offer Letter to accept the offer and submit details of your bank account. After a month this offer will lapse and the Offer will be withdrawn unless we agree, in writing, to extend it.

Please note that **NO** agreement comes into existence between Sport England and the Organisation until we have received the above documentation.

### Next Steps



When we have received all of the completed forms and documents requested, we can process the Award.

We look forward to hearing from you. If there is any part of the Award Agreement that is unclear, or you would like some clarification or advice, please contact us for assistance on 03458 508 508 or [myaward@sportengland.org](mailto:myaward@sportengland.org)



# Document Checklist

Should you wish to accept your Award Offer, you will need to complete the following items and return them to Sport England (unless otherwise stated):

Title	Description	Sport England to Receive
<b>Award Acceptance &amp; Payment Claim Form</b>	This form enters you into a contract and confirms that everything submitted with your acceptance is true, correct and you accept the terms and conditions. The project date you provide will tell us when your payment is to be scheduled.	1 month from the date of the Award Offer Letter
<b>Bank Details Form (BACS)</b>	This form verifies your bank account details. It must be completed and signed by the account signatory and returned to Sport England along with a bank statement before your payment can be released.	1 month from the date of the Award Offer Letter or unless otherwise agreed
<b>Terms and Conditions</b>	Before accepting your award read through the terms and conditions thoroughly, by accepting the award you are entering into a legally binding contract.	-----

# Award Acceptance Form

**URN:** 2023018435  
**Organisation:** Bramford Tennis Club  
**Project Title:** Bramford Tennis Club - Project Smash

**Project Start Date:** 01/03/2024  
**Project End Date:** 31/08/2024  
**Value of Award:** £15,000

If you wish to claim LESS than your Award Offer please state how much you wish to claim:

£

By signing this acceptance form you are confirming that:

- Your Organisation agrees to and accepts **all of** the terms and conditions specified in the Standard Terms and Conditions of Award. Please ensure you have read these before signing the form.
- Your Organisation has taken all necessary steps to authorise this document in accordance with its constitution and the signatories below have been properly authorised to sign this document on behalf of the Organisation.
- All the details in your Organisation's application form and supporting information are true and correct to the best of your knowledge.

**Financial Reporting – You will be required to report on the funds you have received. Please ensure you have read and understood these key award conditions:**

- Any partnership funding in your project budget (including any non-cash/in-kind contributions) has been confirmed, or that the Organisation will underwrite any unconfirmed amounts.
- Your organisation can only spend the award on delivering this project as detailed in the award agreement.
- Your organisation must ensure best value of public funds by getting competitive quotes for all goods and services (including coaching costs) over £5,000. Any conflicts of interest must be appropriately managed.
- Any Capital works must have all the necessary permissions and consents and be carried out in accordance with all relevant Project Conditions . Any Planning Permission must already be secured and the works carried out in accordance with any relevant Building Regulations, Construction Design and Management regulations, Statutory Safety

regulations, and project conditions related to Disability Access and any relevant Design Guidance.

- No goods and services will be paid for in cash, to ensure a full audit trail. Transactions should be made in a format that can be tracked back to report on the project spend e.g. cheque, bank transfer, debit card. If you have difficulties with this please contact [myaward@sportengland.org](mailto:myaward@sportengland.org). Upon project reporting, any expenditure where there is not a full audit trail will be subject to repayment.
- Any variances in budget expenditure must be confirmed with Sport England prior to purchase in order to seek approval. Any unauthorised variance may lead to the grant being repaid.

### Awards over £10,000

- Organisation's receiving more than £10,000 from this award, or cumulatively over the last three years will be required to work towards complying with Tier 1 of A Code for Sports Governance. Should you submit any future applications you will need to demonstrate full compliance. Details of the Code can be found on our website [A Code for Sports Governance | Sport England](#)

	Signature	Date
<b>Signature of authorised officer:</b>		
<b>Print full name:</b>		
<b>Position:</b>		
<b>Organisation:</b>		

	Signature	Date
<b>Countersignature of authorised officer:</b>		
<b>Print full name:</b>		
<b>Position:</b>		
<b>Organisation:</b>		

This form must be signed by two authorised senior officials of the applicant organisation.

Please email a signed copy of this form to [myaward@sportengland.org](mailto:myaward@sportengland.org) quoting the URN.

# Bank Details Form (BACS)

URN:	2023018435		
Organisation:	Bramford Tennis Club		
Project title:	Bramford Tennis Club – Project Smash		
Account signatory name:			
Official position:			
Email address (for remittance advice):			
Alternatively, if you would prefer to receive remittance advice via the post, please provide your postal address:			
Bank/building society name:			
Branch address:			
Account name:			
Account number:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank collection ref: (if applicable)	<input type="text"/>		
Sort code:	<input type="text"/>	- <input type="text"/>	- <input type="text"/>
<p>Please email this completed form to <a href="mailto:myaward@sportengland.org">myaward@sportengland.org</a>, along with a copy of your most recent bank statement.</p> <p><b>Please note:</b> Internet banking printouts must include the <u>postal address of account holder</u> and be <u>signed</u> as a true and accurate record by your organisations Account Signatory.</p> <p><b>I hereby confirm that the Bank Sort Code, Account Title, Account Number as shown above are correct and valid.</b></p>			
Account Signatory:	<input type="text"/>	Date	<input type="text"/>

<b>For Internal Use Only</b>		
Do the Bank Account details match those provided on statements:	Yes / No	
Does the form/ statement appear to be untampered with:	Yes / No	
Is the Account Name, the same as the Applicant Name:	Yes / No	
Checks completed by: ( <i>insert initials</i> ):		
Date form forwarded to Finance:	/ /	
Finance – BACS reconciled against URN. Account matches report:	Yes / No	



# The Small Grants Programme – Terms & Conditions of Award

**Introduction:** It is important you read all of the terms and conditions of your award so your organisation understands how it must treat the funding.

Your award needs to be accepted by two people authorised to do so. This would usually be a committee member or, for an incorporated organisation, a director. We recommend these conditions are shared with all persons with legal responsibility for the organisation.

## BEFORE YOU START – Definitions

“We” and “our” refer to the organisation receiving the grant bound by these terms and conditions.

“You” and “your” means Sport England.

The “project” means the project that you are giving us the grant for as set out in our application form and any supporting documents we provided.

The “grant agreement” includes and incorporates the standard terms and conditions and any additional conditions presented in the grant award letter.

## SECTION ONE – General conditions

**1.1** We will only use the grant for the purpose which we set out in our application form. We will hold any unused part of the grant on trust for you at all times, and we will repay any grant (including any unused grant) to you immediately upon demand.

**1.2** During the continuation of this grant agreement we will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.

**1.3** We will make sure that all current members of our governing body or our executive team, if we are a statutory organisation, and all future members appointed during the period of the grant receive a copy of these terms and conditions.

## **SECTION TWO – The project**

**2.1** We will get your written agreement before making any change to the project.

**2.2** We will start the project within three months of the date of the grant agreement unless otherwise agreed

**2.3** We agree to make satisfactory progress with the project in accordance with any timetable set out in our application form and supporting documents and to complete it within one year of the grant award.

**2.4** We will keep full records of our project expenditure and ensure a full audit trail of transactions. We will not pay for goods or services in cash but always in a payment method that can be tracked and reported on.

**2.5** We will not use the grant to pay for any spending commitments we have made before the date of the grant agreement.

**2.6** We will tell you of any offer of funding for the project from anyone else at any time during the project.

**2.7** If we spend less than the whole grant on the project, we will return the unspent amount to you promptly. If the grant part-funds the project, we will return the appropriate share of the unspent amount to you.

**2.8** If the project makes a distributable profit, we will notify you within 28 days of filing our accounts for the year in which the profit was made. We agree to pay to you a proportion (to be decided by you) of any such profit within six months of our accounts being filed.

**2.9** We will acknowledge the grant publicly as appropriate and as practical. We will follow your branding and publicity guidelines as shown on your website at all times. We will acknowledge your support in any published documents that refer to the project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the project.

**2.10** We hereby consent to any publicity about the grant and the project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the grant as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.

**2.11** We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.



**2.12** In our management of all personal information we will meet the requirements of the Data Protection Act 2018 and the General Data Protection Regulation (2016/679).

**2.13** We will tell you immediately if any of our key contacts or people whose salaries are funded by the grant change.

**2.14** We agree to adhere to all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy and will manage any conflicts of interest appropriately. We will ensure that we have an equal opportunities policy and if our project involves work with children, young people or other vulnerable groups we will also have a protection policy to help us comply with all relevant laws and good practice throughout the period of the grant agreement. We will obtain all approvals and licences and any profile checks required by law or by you.

**2.15** If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.

**2.16** We will maintain adequate insurance at all times and if asked, will supply copies of confirmation of insurance cover to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

### **SECTION THREE - Our organisation**

**3.1** We will get your written agreement before changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

**3.2** We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the project during the period of the grant (including any claims made against members of our governing body or staff concerning the organisation).

**3.3** We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other regulatory body.

**3.4** We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

**3.5** We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

## **SECTION FOUR-VAT**

**4.1** We acknowledge that the grant is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the grant and that the grant made by you is inclusive of VAT.

## **SECTION FIVE- Our annual report and accounts**

**5.1** We will acknowledge your grant in our annual reports and accounts covering the period of the project.

**5.2** We will show your grant and related expenditure as a restricted fund under the description "Sport England Grant" in our organisation's annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one grant from you, we will record each grant separately in the notes to the accounts. We will identify unspent funds and assets in respect of the grant separately in our accounting records.

**5.3** We will keep proper and up to date accounts and records for at least seven years after the termination of our grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. We will make these financial records available to you upon request.

**5.4** We will report regularly and fully to all members of our governing body on the financial position of our organisation.

## **SECTION SIX - Measurement and evaluation**

**6.1** We will measure the progress of the project and report back to you within one month of the project finishing or within 13 months from the date of the award letter, whichever is the sooner, and thereafter on a monthly basis until the project is finished.

**6.2** We will send you any further information you may ask for about the project or about our organisation and its activities, the number of jobs created by the project, the number of users and other beneficiaries and such other information you may require from time to time. You may use this information to monitor the project and evaluate your grants programmes.

**6.3** When the project is finished, we will fill in a final report on the project using the form provided to us.

**6.4** We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the project's completion.

**6.5** We will tell you immediately if there is to be any variation to or decrease in the project outcomes.

## **SECTION SEVEN – Grants for employment costs**

**7.1** We will ensure that we have proper employment policies and procedures in place at all times. We will pay attention to equalities in the recruitment and selection process for any fixed term or contracted staff employed using Sport England funds.

**7.2** Where the grant is for a salary of a new fixed term post, we will advertise the vacancy externally, using appropriate media (including media that could attract people from disadvantaged groups). We must keep the job description, advertisement, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them.

**7.3** We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the project has finished. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

**7.4** We acknowledge and agree that where the award is for a salary, we will be responsible for any redundancy and/or termination costs and cannot in any circumstances use the award (in whole or in part) towards redundancy payments and/or termination costs.

## **SECTION EIGHT – Grants for Assets and Services**

**8.1** If any part of the grant is to buy a capital item, series of capital items, such as equipment or other items, or particular services we will keep all receipts and invoices over £250 for you to look at for seven years after the grant award.

**8.2** We will keep all assets funded by the grant safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.

**8.3** We acknowledge that no part of the grant may be used for the replacement of any asset previously funded by the grant and that if any such asset is lost, damaged or destroyed, we will be obliged to use our other financial resources to procure that it is replaced or repaired as appropriate.

## **SECTION NINE- Length of Grant Agreement**

**9.1** These terms and conditions and the grant agreement remain in force for whichever of these is the longest time:

- For two years following the date of payment of the grant.
- As long as any part of the grant remains unspent.
- The expiry of the maximum period required under the grant for asset monitoring.
- As long as we do not carry out any of the terms and conditions of the grant agreement, including any of your reporting requirements or any breach of them continues or we have any outstanding obligations under these terms (this includes any outstanding reporting on grant expenditure or project delivery or any obligations to maintain records).

## **SECTION TEN - We understand that**

**10.1** Sport England takes its responsibilities to prevent and detect fraud very seriously and in the event of any fraud relating to your project or other wrongful use of the grant it will seek recovery of losses (not limited to those pursued under 10.5 below) and, where appropriate, pursue criminal prosecution.

**10.2** We accept that you may share information about our grant with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the project may be broadcast on television, on your website, in newspapers and through other media.

**10.3** You will not increase the grant if we spend more than the agreed budget.

**10.4** You may want to investigate any matters concerning the grant (or any other grants you have given to us) at any time while the grant agreement is in force. We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from any investigation even if the investigation finds no cause for concern.

**10.5** You may demand repayment of all or part of the grant and/or cancel any unpaid part of the grant at your absolute discretion in any of the following circumstances if:

- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other grants from you for which a grant agreement is still in force.
- We completed the application form dishonestly or significantly incorrectly or misleadingly.
- We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the grant agreement.

- If at any time while the grant agreement is in force, in your opinion acting reasonably, any event occurs in relation to the project or to our organisation which is likely to have a material adverse effect on Sport England as a custodian and distributor of publicly generated funds and/or as a Government sponsored body.
- Members of our governing body, volunteers or staff act at any time during the project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the project or to the detriment of your reputation.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, HM Revenue & Customs, or other regulatory body.
- We receive duplicate funding from any other source for the same or any part of the project.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, ownership or recipient, either during the project or within a reasonable period after its completion, so that you judge that the grant is unlikely to fulfil the purpose for which you made it.
- At any stage of the application process or during the period of the grant agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the grant.
- We are or become legally ineligible to hold the grant.
- If you have reasonable grounds to believe that it is necessary to protect public money.

**10.6** We acknowledge that the grant comes from public funds and we will not use the grant in a way that constitutes State aid. In the event that it is deemed to be State aid, then we will repay the entire grant immediately.

**10.7** You may assign any of your rights under the grant agreement to any other or successor body.

**10.8** No other body has any claims on you under these terms and conditions and person shall be entitled to any rights in respect of the grant agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **SECTION ELEVEN- Additional conditions**

**11.1** You have the right to impose additional terms and conditions on the grant if:

- We are in breach of the grant agreement
- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the project act in a way that may have a

detrimental effect on the project or on your reputation as a distributor of public money or as a Government sponsored body

- If you have reasonable grounds to believe that it is necessary to protect public money and/or you believe such conditions are necessary or desirable to make sure that the project is delivered as set out in our application or following any agreed changes.

**IMPORTANT – By signing the grant acceptance form you have confirmed the following:**

- That the two signatories are authorised by the organisation named in the application form to enter into a legally binding agreement on their behalf.
- We certify that the information given in the application form and any supporting documents is true and confirm that the enclosures are current, accurate and adopted or approved by our organisation.
- We understand that any offer of grant will be subject to terms and conditions and we confirm that the organisation has the power to accept this grant if the application is successful and to repay it if the grant conditions are not met.