

Terms and Conditions 2023

Application deadline: 10.00, Friday 1 September 2023

Terms and Conditions

In order to be eligible for funding for Walking and Cycling Grants London and the Community Ideas Grants, you must read and agree to the Terms & Conditions.

1 Monitoring

1.1 Monitoring the outcomes of your project is an essential requirement of all projects. The information will help the funders (Transport for London and The London Marathon Foundation) to understand the value and benefits of the funding. This information will also be used to evaluate the success of your project in order to release funding for the following year.

1.2 All projects must:

- a) Keep a record of all Walking and Cycling Grants London and Community Ideas Grants money spent (you must keep **all** invoices and receipts)
- b) Keep a register of attendance and type of activities delivered
- c) Adhere to the latest data protection legislation
- d) Complete an online entry and exit questionnaire
- e) Collect feedback from participants
- f) Provide a mid-point update and end of year report, and end of project report, and other progress updates as requested by the grants administrator
- g) Provide photos and quotes to illustrate the activities of the project
- h) Ensure that they do not act in a way that would bring Groundwork London, Transport for London and The London Marathon Foundation into disrepute

1.3 Groundwork London will provide you with monitoring forms for the above.

1.4 **You are responsible for making sure that any photographs submitted are cleared for use**

by Groundwork London, Transport for London and The London Marathon Foundation to be used in publications, websites, social media channels and the general press. This means you need to obtain signed consent from those who are clearly recognisable in your photographs.

1.5 Groundwork London, Transport for London and The London Marathon Foundation retain the right to inspect your attendance and activity register at any time during the funding period. You will be required to submit the full register information towards the end of the project year.

1.6 Failure to provide the information referred to in section 1.2 (a) to (h) above or provide adequate or accurate information may, at Transport for London's discretion, result in funding being withdrawn.

1.7 The funders (Transport for London and The London Marathon Foundation) may contact grant recipients during the term of the Grant Agreement, and for up to one year after the project end date.

2 Obtaining and managing equipment

Some applications include proposals to purchase equipment for use by either the community or staff. The following rules apply in all cases except where specifically exempted in the covering letter concerning your grant:

- a) Where bicycles or other equipment are purchased – such as waterproofs, pedometers, walking boots, walking poles, or backpacks, they must be retained by the organiser or 'pooled' for general use, hire or loan
- b) Where cycles are hired out to users, all proceeds must be reinvested into the project: maintaining/repairing the cycles, PR to develop the scheme, into creating a

site travel plan, or other appropriate uses to develop or sustain your project

- c) For walking groups, when loaning equipment such as walking boots or poles you must ensure these are returned at the end of the session. If you choose to let participants take equipment home, you must have assurance that they will return it promptly. You may wish to offer equipment as a 'prize' for attending all the sessions
- d) You must nominate an individual who will be responsible for administering the shared 'pool' of bicycles or other equipment. That person should be trained in basic cycle mechanics (for pool cycles). The cost of a staff member being trained in maintenance can be incorporated into your budget
- e) Pool cycles must be insured against theft and relevant public liabilities. Costs can be included in your budget
- f) Whilst equipment remains the property of the funders for five years from the date of purchase, it is the project's responsibility to insure and maintain it for the duration of the project. You will need to provide evidence of this, and any cost incurred can be included in your application
- g) Groundwork London reserves the right to reclaim the equipment purchased with Walking and Cycling Grants London or Community Ideas Grants funding should the project fail to deliver or breach the Terms and conditions of the grants scheme. If this happens, the equipment will be allocated to another project
- h) Unless the project is purchasing specialist bicycles for use by people with special needs or disabilities, or cargo bikes, the maximum cost that Walking and Cycling Grants London and Community Ideas Grants will fund is £500 per bicycle.

3 Promotional materials/media

3.1 Many applications request funds for promotional materials and media exposure. Part of the purpose of the grant is to raise local awareness of positive messages about walking or cycling and as such, a degree of publicity is essential.

3.2 However, the promotional activity must also be reasonable and proportionate to the walking or cycling activities and where possibly, free promotional opportunities should be used such as social media or local community channels. A template press release will be provided to you in the Awarded projects guide. We will also provide details on use of logos and acknowledgement of funding within awarded project information, which you must follow.

4 Payment structure

4.1 Payments to successful projects will be made as stated in the grant offer letter. Groundwork London reserves the right to request receipts and invoices for all grant funding distributed directly to and spent by you. This means you must keep a full record of all grant money spent, throughout the duration of the project.

4.2 If your application is successful, the spending deadline for your grant funding, dependant on the length of your project is:

- a) Year one grant: If you are looking to progress to a 2nd delivery year, you must spend 85% of your year one grant by the submission of your September report and the remaining 15% by 31st October 2024. If you have been awarded a year one grant only or a Community Ideas Grant you must spend the total by submission of your September report.
- b) Year two Grant: If you are looking to progress to a 3rd delivery year, you must spend 85% of your year two grant by the submission of your September 2025 report

and the remaining 15% by 31st October 2025. If you have been awarded a grant for a two year project only you must spend the total by submission of your September report.

- c) Year three Grant: You must spend your year three grant by the submission of your September report in September 2026.

Please note: these may be subject to change. Groundwork London will keep you updated on any changes.

5 Projects involving Vulnerable People

If your project or the operation of your project will involve work with children or adults at risk you must:

- a) have in place all necessary safeguarding policies and procedures in a form that is robust and fit for purpose;
- b) act in accordance with such policies and procedures;
- c) commit to safe recruitment, selection and vetting and carry out appropriate checks on all members of staff, volunteers and others involved with the organisation and the project who have contact with children or adults at risk, including (where applicable) DBS checks, checking references, requiring proof of identity and relevant qualifications and carrying out a face-to-face interview; and
- d) under no circumstances permit any individual who is considered to pose a risk to children or adults at risk to be deployed to work with these groups.

6 Taking health precautions when delivering your project

The health of participants should be front of mind when delivering your projects. Please use responsible precautions and consider the vulnerability of your participants when delivering your project, especially if anyone is suffering from colds or viruses such as Covid-19. For the latest health advice and guidance, please consult the NHS website.

7 Insurance

7.1 All projects must have public liability insurance and all bikes or walking or cycling equipment purchased with Walking and Cycling Grants London or Community Ideas Grants funds need to be insured against theft. If your organisation does not currently have public liability insurance, the cost of this, and of bike theft insurance, can be covered by the grant as part of your budget. Make sure you find a competitive quote for these costs and include it in your budget breakdown if necessary.

7.2 If asked, you will need to supply copies of confirmation of any such insurance cover. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets or equipment funded by this grant.

8 Reporting Serious Incidents

8.1 You must notify Groundwork London promptly, and in any event within two working days, of any Serious Incident occurring in respect of the project.

8.2 A Serious Incident means an adverse event, whether actual or alleged, which results in or risks significant:

- (a) harm to any organisation or individuals connected with the project

- (b) loss of grant monies or damage (beyond economical repair) to assets or equipment funded by the grant.

9 Withdrawal and Repayment of Grant Funding

Transport for London may, in its absolute discretion, withdraw the grant funding and terminate this grant by serving written notice taking immediate effect and/or demand repayment of all or part of the grant and/or cancel any unpaid part of the grant in any of the following circumstances, if:

- a) You are in material breach of any of the terms of grant, in particular the terms and conditions set out in the Terms and Conditions.
- b) Any information you have provided in connection with the grant is materially inaccurate or misleading.
- c) Any event occurs in relation to a project or to your organisation which is in the reasonable opinion of Transport for London likely to have a material adverse effect on the project or the reputation of Groundwork London, Transport for London or The London Foundation.
- d) Members of your governing body, volunteers or staff act at any time during the project dishonestly, negligently or in any other way that, directly or indirectly, is or has the potential to be to the material detriment of the reputation of Groundwork London, Transport for London or The London Marathon Foundation.
- e) You receive duplicate funding from any other source for the same or any part of the project.
- f) There is a significant risk that the Grant is unlikely to fulfil the purpose for which it is made.
- g) At any stage you do not provide information that would affect Transport for London's decision to award, continue or withdraw all or part of the grant.
- h) You are or become legally ineligible to hold the grant.

- i) You cease to operate, make an arrangement with your creditors or become insolvent.

10 How we use your personal data

Groundwork are known as the 'Controller' of your data (ICO registration number Z9988876) which means we have ultimate responsibility about how your data is used. We will only collect the personal data about you that we need to deliver our service and will share your details with Transport for London and The London Marathon Foundation (the funding bodies) for assessment and administration of the grant scheme. Your information will not be processed outside of the EEA (European Economic Area).

We will process the personal data you provide for the purpose of administering your grant application (assessing your application, grant due diligence, processing grant payments grant variations, grant monitoring, end of grant reporting). If you are successful we will use this information for administration of your grant on the basis of a contract (the Grant Agreement) between yourself, Groundwork London, Transport for London and The London Marathon Foundation.

We are required to keep data for seven years from the end of an operational programme in case an auditor requires it, after which time it will be destroyed securely. If you do not agree to us using your details in this way, we will be unable to deliver our services to you.

If you consent for us to use your information for marketing, we will keep it until you notify us that you no longer wish to receive this information. You can unsubscribe from marketing at any time.

Your personal information will not be shared for purposes other than those stated above unless you agree to it at a later time.

Under data protection legislation, you have a number of information rights which include:

- (a) The right to request copies of your personal information

- (b) The right to question any information we have about you that you think is wrong or incomplete
- (c) The right to object to how we use your information or to ask us to delete or restrict how we use it.
- (d) In some cases, the right to receive a copy of your information in a format that you can easily re-use.

If you have questions or wish to raise a complaint regarding how we handle your data you can contact Groundwork London's Data Protection Officer at GWLondon.GDPR@groundwork.org.uk, write to 18 – 21 Morley Street, London, SE1 7QZ or call 02079221230.

If you still have concerns about how your data is being handled you can lodge a complaint with the Information Commissioners Office of 0303 123 1113 or visit <https://ico.org.uk/>