



BRITISHROWING

British Rowing Club Emergency Fund

Terms and Conditions
11 June 2020

TEAMWORK | OPEN TO ALL | COMMITMENT



The British Rowing Club Emergency Fund

Terms and Conditions

Definitions

“The club” refers to the British Rowing affiliated member club receiving the grant subject to these terms and conditions.

“Eligible costs” refers to the specific types of costs for which clubs can apply for grant funding.

“Financial need” refers to the amount of funding needed by the club to meet unavoidable and/ or fixed costs incurred during Covid-19 closures.

“Fund criteria” refers to the criteria, detailed on the British Rowing website, which all clubs must meet before applying for grant funding.

The “grant agreement” includes both the final version of these terms and conditions and the grant award letter.

1. In general

- 1.1. The club acknowledges that the Club Emergency Fund has been established to deliver grant funding to those clubs whose future would be in jeopardy without support. It understands that grants will be paid out of British Rowing reserves, which exist to protect the long term financial security of the sport and that British Rowing is accountable to its membership for the distribution of these reserves in strict accordance with the fund criteria and these terms and conditions. By submitting its application, the club confirms that its grant application is consistent with the objectives of the Club Emergency Fund and meets the fund criteria.
- 1.2. The club will be available to meet with British Rowing as necessary in relation to the grant process and be open and transparent in any discussions with British Rowing and in any supporting information that is provided.
- 1.3. British Rowing reserves the right to vary these terms and conditions at its absolute discretion.

2. Eligibility and financial need

- 2.1. The club confirms that the details of its financial need and eligible costs, as detailed in its grant application, are accurate and consistent with the objectives of the Club Emergency Fund and stated eligibility criteria.
- 2.2. The grant will only be used for the purpose set out in the club’s application form and grant agreement or as may be otherwise agreed in writing with British Rowing.
- 2.3. The club will immediately inform British Rowing if its eligibility and financial need change and accept that this may result in part or all of the grant being withdrawn. This

includes informing British Rowing if other sources of funding become available to meet the financial need for which the grant has been or will be provided.

- 2.4. If the club spends less than the whole grant on the eligible cost, the club may approach British Rowing to seek agreement on the use of unspent funds for an alternative eligible cost. Such use is conditional on the prior written agreement of British Rowing. If requested, the club will return the unspent amount promptly.
- 2.5. The club agrees to provide British Rowing with access to all financial information of relevance to the grant application process, eligible costs and financial need.
- 2.6. British Rowing will not increase the grant if the club spends more than the sum set out in its grant agreement.

3. Club information

- 3.1. The club will inform British Rowing of any changes to the club information provided on the grant application form and will make sure that such information is correct and up to date at all times.
- 3.2. The club will meet the requirements of the Data Protection Act 2018 and the General Data Protection Regulation (2016/679) in its dealings with British Rowing.
- 3.3. The club will maintain adequate insurance at all times and, if asked, will supply evidence of insurance cover. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets British Rowing has funded through its Emergency Fund grant.
- 3.4. The club will inform British Rowing if any legal claims are made or threatened against the club, trustees, directors, employees or volunteers which would adversely affect the club's eligibility, financial need or the information provided in the application form.
- 3.5. The club will inform British Rowing of any investigation, including safeguarding investigations, concerning the club, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other regulatory body.
- 3.6. The club will inform British Rowing of any issues that may impact on its financial sustainability, club management or governance.

4. VAT

- 4.1. The club acknowledges that the grant is inclusive of VAT and British Rowing has no further obligations with respect to the club's VAT liabilities in relation to the grant or at all.

5. Publicity

- 5.1. The club will acknowledge the grant publicly as appropriate and practical, as well as in its accounts and annual reports or similar.

5.2. The club consents to British Rowing publicity and related marketing about the grant. The club will assist British Rowing with any reasonable press or media related activities as British Rowing requires.

6. The club's annual report and accounts

6.1. The club will show the grant and related expenditure as a restricted fund under the description "British Rowing Grant" in its annual accounts. It will identify unspent funds and assets in respect of the grant separately in its accounting records.

6.2. The club will keep proper and up to date accounts and records after the award of the grant, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the grant has been used. It will make these financial records available to British Rowing upon request.

7. Measurement and evaluation

7.1. The club will inform British Rowing immediately if there is to be any variation to the nature or amount of the payments covered by the grant agreement.

7.2. The club will keep all receipts and invoices relating to the payments covered by the grant agreement.

7.3. Within three months of the grant payment being made, the club will confirm:

- That the funds have been used in line with the grant application.
- The impact of the grant on the club.

7.4. The club will provide any further information asked for by British Rowing about the impact of the grant, the club and its activities, the number of users and other beneficiaries, or other information as required by British Rowing. British Rowing may use this information to monitor the project and evaluate the impact of the Club Emergency Fund.

8. Length of grant agreement

8.1. These terms and conditions and the grant agreement remain in force for whichever of these is the longest:

- Two years following the date of payment of the grant.
- As long as any part of the grant remains unspent.
- As long as the club has outstanding obligations under these terms and conditions (this includes any outstanding reporting on grant expenditure or project delivery or any obligations to maintain records).

9. In agreeing to these terms and conditions and the grant agreement, the club accepts the following:

- 9.1. In the event of any fraud relating to the club's stated financial need or other wrongful use of the grant, British Rowing will seek recovery of losses and, where appropriate, report the matter to the police or other authorities and pursue criminal prosecution.
- 9.2. The club accepts that British Rowing may share information about grants distributed via the Club Emergency Fund with any parties of its choice.
- 9.3. British Rowing may demand repayment of all or part of the grant if any of the following circumstances occur:
- The club fails to meet these terms and conditions or the terms of its grant letter.
 - The club completed the application form dishonestly or significantly incorrectly or misleadingly.
 - The club or any other person or organisation operating for the club gave British Rowing any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process.
 - The club fails to comply with A Code for Sports Governance insofar as it relates to the club.
 - Club committee members, volunteers or staff act dishonestly or negligently or in any way, directly or indirectly, to British Rowing's detriment.
 - The club is subject to an investigation or formal enquiry by the Police, the Charity Commission, Companies House, HM Revenue & Customs, or other government or regulatory body.
 - The club ceases to operate as a rowing club, merges or is taken over by a non-rowing related enterprise or is closed either voluntarily or compulsory".
 - The club receives funding to cover all or part of the funding need as described on the application form from any other source.
 - There is a significant change of club purpose, governance or management, such that British Rowing, in its absolute discretion, judges that the grant is unlikely to fulfil the purpose for which it was made.
 - At any stage of the application process or during the period of the grant agreement the club does not provide British Rowing with information that may affect or have affected its decision to award, continue or withdraw all or part of the grant.
 - The club is, or becomes, ineligible to receive a grant.

10. Additional conditions

- 10.1. British Rowing has the right to impose additional terms and conditions on the grant if:
- The club is in breach of the grant agreement and terms and conditions.
 - British Rowing withdraws any part of the grant funding for any reason.

11. By signing the grant acceptance form and associated terms and conditions, you have confirmed the following:

- 11.1. That the two signatories are authorised by the club named in the application form to enter into a legally binding agreement on the club's behalf.
- 11.2. The signatories are authorised by the club to repay the grant from club funds, on its behalf, if the terms of the grant letter and/or these terms and conditions are not met.
- 11.3. The information given in the application form, on the grant acceptance form, and any supporting or updating documents is true and the enclosures are current, accurate and adopted or approved by the club.
- 11.4. The club understands that any offer of grant will be subject to the grant letter and these terms and conditions.
- 11.5. The club has not altered or deleted the original wording and structure of the application form as it was originally provided or added to it in any way.