

This form constitutes a legally binding agreement between Tameside Metropolitan Borough Council and the personal guarantors named below. The agreement comes into force when the agreement is signed by everyone and the money has been sent.

It is the applicants' responsibility to keep this form secure, and to give it to only an authorised Tameside Council Officer if the You Choose application succeeds. Applicants cannot be paid without this form.

Event/venue at which funding awarded?:	Name of project?: (as on application form)
Payee name: (Your group's bank account name e.g. name on cheque book)	
Bank sort code:	
Bank account number:	
Address: (Your group's full address, including postcode)	
Email address: (if you have one - so we can email you a remittance)	
Phone number/s: (needed if any queries)	
<ol style="list-style-type: none"> 1) We are authorised to make this application on behalf of the applicant. 2) We are current members of this group's management committee. 3) We are not related to each other, and are not living in the same household. 4) The information given on this form is correct and complete to the best of our knowledge. 5) We accept and will comply with the grant conditions contained in our application form. 6) We confirm neither of us has been convicted or cautioned for offences relating to fraud or dishonesty, and that neither of is an un-discharged bankrupt or subject to a current arrangement with creditors. 7) We agree to keep records of how the funding is spent, monitor project progress and produce a final report. We understand that Tameside MBC reserves the right to contact either or both of us as nominated responsible person and obtain information about the project in order to help with the Council's monitoring requirements and also to promote the You Choose Funding. 8) We agree to provide all assistance and disclose any information sought by the council relating to the grant monies 9) We understand that as Nominated Personal Guarantors we are both jointly and personally bound by the Grant Conditions and liable for any breaches. 10) We agree to repay to the Council the full amount of grant paid if the project is not delivered in full or if the grant is lost or stolen. 	

This information provided to Tameside Council will be treated in compliance with the Data Protection Act 1998. It will be used for "You Choose" administration only. Data will be shared within other departments in Tameside Council, as necessary, in order to process payments.

Signatures: These must be the same 2 people who signed as Nominated Personal Guarantors in Section 5 of the application form. Remember: you must ensure that the Grant Conditions are followed. You are both personally liable if you don't.		
Sign:	Print full name:	Date:

Send to: Tameside MBC, You Choose 2012, Policy Team, Room 5.4, Council Offices, Wellington Road, Ashton Under Lyne, OL6 6DL. Tel: 0161 342 3503.

“YOU CHOOSE” GRANT CONDITIONS

- a) You may only use You Choose grant funding for the purposes set out in the application form you submitted. If you wish to spend the grant for other purposes you must obtain the Council's written permission before you spend the money on anything else. Funding can only be used to support non-political activities and you must ensure activities are inclusive.
- b) If you produce any posters, programmes or publicity material in connection with the money being spent, you must ensure that the material refers to Tameside Council and 'You Recycle, You Choose' funding, and that any written publicity includes the You Choose banner logo (as shown at the top of this document).
- c) You must contact the Council's press office if you intend to have an official launch and allow an appropriate representative of the Council to attend any such official launch.
- d) If the Council asks, you must take photographs of any event and ensure that people photographed agree that photographs/video can be used by the Council to promote "You Choose" in print and web publicity.
- e) You will allow Tameside Council or T3SC to visit the project for monitoring and evaluation purposes and allow the project to be used for publicity purposes.
- f) You must spend the grant money and complete the project within one year of payment (any unspent money must be returned to the Council immediately).
- g) If you have more money than you need for the purposes of the grant then you must return it immediately.
- h) If the plans for the scheme are abandoned for any reason you must return the grant to the Council in full.
- i) The Council may at any time require you to repay all of or some of the grant money if any of the following apply:
 - i. You have not spent some or all of the money within a calendar year of payment.
 - ii. You are in breach of any of the grant conditions.
 - iii. You have spent the money in a way that breaks the law.
 - iv. You need someone's permission to spend the money and they refuse that permission.
 - v. You sell or give away anything purchased with the grant money without the prior written permission of the Council.
 - vi. You are convicted of an offence of dishonesty or corruption.
 - vii. The Council believes that there are reasons to believe that you are not looking after the grant money in a way that maintains public confidence in the scheme or that in future you may not in future look after the money in an appropriate way.
- j) You must keep receipts and full written records showing how the grant has been spent and you must, if the Council asks you to, send the Council an itemised statement showing how you have spent the grant money.

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- k) You must answer any questions the Council asks you about how the money has been spent.
- l) If the grant is to be spent on buying an asset or carrying out works to a property you must allow us to visit in order to check that the asset has been purchased or that the works have been completed.
- m) You must repay the grant in full if the Council discovers that you have offered, or given, or agreed to give to any person any gift or reward of any kind in order to obtain this grant or other money from the Council.
- n) If you no longer wish to act as the responsible person then you can return all the grant money in full to the Council. If you wish to nominate someone else as the responsible person then you must still return the money in full to the Council and we will decide whether or not to transfer the grant to someone else.
- o) You must ensure that the activities are carried out safely and lawfully and in particular that such activities will at all times comply with all legal requirements and adhere to recognised good practice, and that:
 - i. Any CRB checks necessary (for volunteers or staff) are undertaken
 - ii. Any building work complies with planning law and building regulations law
 - iii. Any licences are obtained
 - iv. The project will have adequate insurance where required and that any trainers or instructors are suitably qualified, experienced and insured.
 - v. No unlawful discrimination takes place.
- p) You must submit evaluation information within 6 weeks of the project ending to demonstrate completion of the project. This will include a short report about your project (which can include photographs and video footage); an objective evaluation by participants and such other information as the Council may ask for.

You Choose – Tameside Council's Policy Team use only:	
Amount:	£
Checked by:	
Authorised by:	
Date passed to TMBC creditors:	

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