Llywodraeth Cynulliad Cymru
Welsh Assembly Government

Head of Trusts & Donor Relationships
The National Autistic Society
393 City Road
LONDON
EC1V 1NG

[redacted]

Eich cyf . Your ref
Ein cyf . Our ref : A - XYA – 06-058

Date: 1st April 2010

[redacted]

Dear

WELSH ASSEMBLY GOVERNMENT GRANT SCHEME FOR VOLUNTARY ORGANISATIONS OPERATING IN THE HEALTH AND SOCIAL CARE SECTOR FOR PEOPLE WITH A LEARNING DISABILITY.

1. I am pleased to inform you that the Minister for Health and Social Services, one of the Welsh Ministers (the "grantor") is now able to offer a grant of £54,000 for 2010-11 towards the costs of the activities set out in your grant application dated 9 October 2007 as amended by the Business Plan enclosed with your letter of 22 January 2008. Payment of grant is made under Section 64 of the Health Services and Public Health Act 1968.

2. The terms and conditions applying to this grant are attached. Please sign the grant acceptance form attached to this letter to confirm your organisation's agreement to this grant offer and return to me as soon as possible. The first quarterly payment will be made following receipt of your acceptance. Further payments will be made quarterly in accordance with paragraph 2 of the terms and conditions of grant. The release of the second payment of grant is conditional on receipt of an annual report for 2009-10 as detailed in paragraph 14(b) of the terms and conditions.

Parc Cathays
Caerdydd
CF10 3NQ

Cathays Park
Cardiff
CF10 3NQ

BUDDSODDWR MEWN POBL
INVESTOR IN PEOPLE

3. The 2010-11 objectives and performance targets to be met by your organisation, which are part of this grant offer, are those outlined in your revised business plan.

4. In making this grant offer, the Welsh Assembly Government continues to encourage organisations to use their best endeavours to obtain financial support from sources other than the Welsh Assembly Government.

5. This is the third and final year of the current grant funding round.

6. Should you be unhappy with the way the staff of the Welsh Assembly Government have handled their dealings with you we want to know and we want to put things right. You will wish to be aware that the Welsh Assembly Government has a Code of Practice on Complaints which allows for the consideration of complaints about our administrative actions. However, in the first instance, you might find it helpful to contact the staff dealing with the administration of your grant in order to explain what the problem is and see if it can be resolved.

7. If you have any queries about this letter please contact

Yours sincerely,

Older People and Long Term Care Policy Directorate

WELSH ASSEMBLY GOVERNMENT GRANT SCHEME FOR ALL WALES VOLUNTARY ORGANISATIONS OPERATING IN THE HEALTH AND SOCIAL CARE SECTOR FOR PEOPLE WITH A LEARNING DISABILITY

FOR COMPLETION BY THE ORGANISATION

On behalf of my organisation I accept the grant offer subject to the terms and conditions set out in the Welsh Assembly Government's letter dated 1st April 2010 and the terms and conditions enclosed.

Signed ..... **Date** .....

Name .....

Position .....

Organisation .....

Second signature (either Chair, Treasurer or honorary officer)

On behalf of my organisation I accept the grant offer subject to the terms and conditions set out in the Welsh Assembly Government's letter dated 1st April 2010 and the terms and conditions enclosed.

Signed ..... **Date** .....

Name .....

Position .....

Organisation .....

(NB – Please retain a copy of this acceptance for your own records)

[redacted]

[redacted]

[redacted]

[redacted]

STANDARD TERMS AND CONDITIONS OF GRANT IN RESPECT OF:-

WELSH ASSEMBLY GOVERNMENT GRANT SCHEME FOR VOLUNTARY ORGANISATIONS OPERATING IN THE HEALTH AND SOCIAL CARE SECTOR FOR PEOPLE WITH A LEARNING DISABILITY.

1. This grant is made under Section 64 of the Health Services and Public Health Act 1968.The grant will not be adjusted during the course of the year to take account of pay or price changes occurring in the year to which the grant relates.

2. Grant will be paid quarterly on account in April, July, October, and January. The first quarter payment will be made on 1 April or as soon as practicable after receipt by the grantor of the acceptance of the terms and conditions of grant. The first payment will be 25% of the overall amount approved for the financial year. Each grantee shall return to the grantor Form OPLTCP2 giving details of actual expenditure of grant monies received under this scheme in the preceding quarter and estimated expenditure to the end of the next quarter and to the end of the financial year. No details of expenditure on individual projects need to be entered on this form, only the total expenditure in relation to the approved grant. For each succeeding quarter, payment will be paid on account and on the basis of the estimate, adjusted for any significant diversion between the actual expenditure and advanced payment made in the preceding quarter. An appropriate official e.g (Finance Officer) should sign the form on behalf of the organisation to confirm that the figures have been accurately extracted from the organisation's records; and that the grant has been applied in accordance with the terms and conditions of the grant. The organisation must notify the grantor as soon as it is apparent that an underspend is likely to arise.

3. Any grant awarded shall be used only for the purposes approved in the grantor letter making the offer of grant. Where no such purposes are specified in that letter, the approved purposes shall be those declared by the grantee in its application for grant. Those approved purposes may, however, be modified, by agreement between the grantor and the grantee.

4. Any misrepresentation including concealment or withholding of relevant information, by the grantee in its application for grant may be treated as a failure to comply with these terms and conditions.

5. The award of grant for any financial year (1 April to 31 March) shall not be deemed to imply any guarantee that grant will be awarded for the following year, unless the terms of the formal offer so specify.

[redacted]

[redacted]

6. If the grantor is satisfied that either

(a) the grant has not been, or will not be, used by the grantee for the approved purposes; or

(b) any other conditions (whether included in the letter making the offer of grant or these conditions) are not being fulfilled by the grantee;

the grantor may recover, withhold or vary any grant which has been paid or is to be paid (as the case may be) to the grantee. The sums so recovered, withheld or varied shall be such as the grantor considers reasonable in the circumstances. The rights of the grantor under this condition are in addition to any other rights of the grantor, whether under these conditions or otherwise.

7. If the grant is not spent for the approved purposes during the financial year to which it relates, the unspent amount may be recovered by the grantor during or at the end of that financial year and/or may be taken into account in determining the amount of grant to be paid in the following financial year [if a grant award is made in the following year].

8. The grantee shall take all reasonable steps to insure against any risks which may arise in connection with any property of the organisation or any activity undertaken by the grantee which is grant aided in whole or part by the grantor under this scheme. This includes any loss or personal injury to grant aided staff undertaking those activities. The grantor reserves the right to require the grantee to submit for inspection any relevant documents relating to insurance policies. The grantor is not in any way liable for any contingency involving property or activities for which it has provided grant in whole or in part, responsibility for any such contingencies lies entirely with the grantee.

9. The grantee shall notify the grantor as soon as it becomes apparent that an underspending of grant is likely to arise. The grantor may, at its discretion, approve the use of the unspent amount for other approved purposes. Such approval is especially likely to be given where the grantee is to achieve the underspending by improved effectiveness or efficiency in its management of resources, but approval is not likely to be given where the underspending arises from the delayed start of an approved activity.

10. If during the financial year, or during the audit of accounts relating to that financial year the grantee becomes aware of a material deterioration in its financial circumstances (for instance a deficit on its income and expenditure account; a significant reduction in the value of its asset base; or a cash flow problem) it should inform the grantor immediately. It should also inform any other bodies providing the grantee with public funds. In the event of a failure by the grantee to inform other such funding bodies, the grantor reserves the right to communicate the information itself in order to protect the interests of the taxpayers.

11. Where the grant or any part thereof is used by the grantee to purchase or acquire any interest in any asset (including land and buildings vehicles, furniture or equipment), and the asset or the interest therein is subsequently disposed of or

ceases to be used for the approved purpose for which it was obtained, the grantee shall :

(a) notify the grantor in writing of the disposal or cessation of use of the relevant asset and of the grantee's opinion of the valuation of the asset; and

(b) if the grantor then so demands, repay the market value of the asset to the grantor at the date of disposal or cessation of approved use, or such lesser sum as the grantor in its absolute discretion may deem to be a fair proportion of the market value.

12. The grantee shall acknowledge, through the inclusion of appropriate wording (on press releases) and branding (on publicity, communication materials and signage) the contribution made to its activities by the grantor. We will discuss with you further how this requirement can be met and forward relevant artwork.

INTERIM REPORTS/ACCOUNTS

13. The grantee shall submit to the grantor by no later than **15 October** in each financial year covered by grant:

(a) an interim income and expenditure account and forecast, as at 30 September of that year, identifying any projected variations from the estimates submitted as part of the grant aid application for that year; and

(b) a progress report showing the extent to which aims, objectives and performance targets agreed for that year, are being achieved, and reasons for any shortfall.

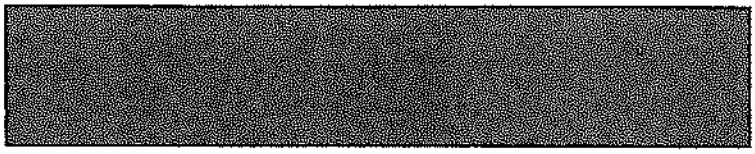
ANNUAL REPORTS/ACCOUNTS

14 (a) The grantee must submit to the grantor by no later than **15 October** following each financial year covered by grant:

- two copies of their most recent annual accounts, signed by one or more trustees of the grantee. The accounts shall be prepared (and, where required, audited or independently examined) in accordance with the relevant statutory provisions relating to the grantee and/or (where appropriate) the requirements or guidance of the Charity Commission.

14 (b) The grantee must submit to the grantor by no later than **15 June** following each financial year covered by grant:

- an annual report showing the extent to which the aims and objectives agreed for that year were achieved and reasons for any shortfall.



AUDIT

15. Paragraph 14 of the terms and conditions sets out the requirements for annual accounts to be prepared in accordance with the relevant statutory provisions that relate to the grantee and/or the requirements or guidance of the Charities Commission. The current requirements are, where gross income:

> **exceeds £500,000** per annum, the grantee must provide audited accounts;
>
> is higher than £25,000 but **does not exceed £100,000** per annum, the grantee must provide accounts that have been subject to independent examination or audit: and
>
> **does not exceed £25,000** neither an audit nor independent examination is required, subject to paragraph 14 of the terms and conditions.
>
> An audit will also be needed if total assets (before liabilities) exceed £3.26m, and the charity's gross income is more than £100,000

16. The grantor reserves the right to require audited accounts of a grantee regardless of its level of income or expenditure if it deems it necessary.

17. All accounts should clearly identify all grantor grants and any grants received from other Government Departments during that financial year. If the accounts do not isolate grantor funding, the grantee must provide an income and expenditure account certified by the Finance Officer confirming the level of grantor funding and its expenditure.

18. If the half-year interim account and/or the final annual accounts reveal, in the opinion of the grantor, substantial variations between the grantee's actual income and expenditure and the amounts forecast in the grantee's grant aid application for that year, they may vary, withhold or recover grant aid payments in such proportions as appear to it in its absolute discretion to be reasonable in the circumstances.

19. On request the grantee shall provide the grantor with such other information as to its activities or proposed activities, and as to its use or proposed use of all or any part of grant. The grantor shall be entitled to use this and all information supplied to it by the grantee relating to the grant as it deems fit. Such information shall, if so requested by the grantor, be certified in the same way as the copy accounts.

20. The grantee shall, without charge, permit any officer or officers of the grantor at any reasonable time to visit its premises and/or to inspect any of its activities and/or to examine and take copies of the grantee's books of accounts and such other documents or records as in such officers' view may relate in any way to the use of grant by the grantee. This condition is without prejudice and subject to any other

statutory rights and powers exercisable by the grantor or any officer, servant or agent thereof.

21. Under paragraph 17 of Schedule 8 to the Government of Wales Act 2006 the Auditor General for Wales has extensive rights of access to documents and information relating to grant monies provided by the grantor. He and his officials have the power to require relevant persons who control or hold documents to give any assistance, information and explanation that they may require, and to require those persons to attend before them for such a purpose. The Auditor General and his staff may exercise this right at all reasonable times.

22. The grantor may in its absolute discretion disclose to Parliament or any Court any information supplied to it by the grantee in connection with its application for or the award of grant.

23. If

(a) the grantee is wound up or goes into liquidation, receivership or bankruptcy or is made subject to an administration order; or

(b) the grantee enters into any compromise or other arrangement of its debts with its creditors; or

(c) the grantee in the view of the grantor is likely to become unable to pay any of its debts,

then the grantor shall be entitled to recover forthwith from the grantee the grant paid, and no further monies shall be due or payable by the grantor to the grantee or to anyone acting for or on its behalf or in its name, and any references to the amount of grant paid or to be paid to the grantee shall be deemed to be limited to the amount of money actually paid to the grantee by the grantor at the time that any of the events referred to above occurs.

24. No part of the grant shall be used for party political purposes, and no aspect of the grant aided activities shall be party political in intention, use or presentation.

25. The grantee shall apply a policy of equal opportunities as employers, as users of volunteers, and as providers of services, regardless of race, sex, religion, sexual orientation or, as far as is practicable, any disability.

26. The grantee shall not (and shall ensure that all members of its organisation do not) represent the organisation in such a way, say or do anything that might lead persons to believe that the grantee is an agent of the grantor or that the grantor is responsible for any liability of the grantee. Nothing in the terms and conditions of grant shall impose any liability on the grantor in respect of any liability incurred by the grantee to any other person or entity.

27. The grantee shall not attempt to raise a mortgage or other charge against any asset purchased with the grant without obtaining the prior written approval of the grantor.

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