

Declarations/Conditions of Grant/HM Government Code of Conduct for Grant Recipients

We have linked words you may not understand to the 'glossary of terms' page on our website. Just click on a word and you will be taken to our website which will explain the word in question.

The Conditions of Grant are the legal conditions which parent carer forums and grant holding organisations need to meet to receive the parent carer participation grant including using the grant for its intended purpose, which is:

- to develop, strengthen, and sustain local parent carer participation
- to maintain, enhance, or increase effective parent carer participation
- to enable parent carers to co-produce with local partners to make improvements to local services for children and young people with SEND

Parent carer forums must also read and abide by the HM Government Code of Conduct for grant recipients, and there is a link to this in the application. We recommend that all forums read the Conditions of Grant in full so that the forum understands the legal requirements of accepting the grant. If you need clarification on any points, please contact a member of Contact's grants team.

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Normally, it is the grant applicant (e.g. chair, treasurer or secretary of the forum) that completes the Conditions of Grant, but if another organisation holds the grant for a forum (Section 2.2), a senior representative of this organisation completes the Conditions of Grant.

When the Conditions of Grant declarations are completed, the person signing up to them must confirm their understanding and acceptance of each declaration.

If you are unsure about anything in this agreement and you don't quite understand what you are agreeing to, please do get in touch with the the grants team to discuss.

Safeguarding

Confirm if your Parent Carer Forum has a Safeguarding Vulnerable Adults policy, which is applied, reviewed, and updated regularly.

Confirm if your Parent Carer Forum has a Safeguarding Children Policy in place, which is applied, reviewed, and updated regularly.

If you have answered no, there is further information on our online learning resources pages: <https://contact.org.uk/help-for-families/parent-carer-participation/forum-resources/> about what Safeguarding policies should include. Your Parent Carer Participation Adviser will be able to share template policies with you.

HM Government Code of Conduct for Grant Recipients

I understand that all forum committee or steering group members should read the HM Government Code of Conduct ([HM Government Code of Conduct](#)) (The Code) and confirm that the forum/representatives of the grant holding organisation is willing and able to work in the way described.

The Code should be communicated to everyone representing or running the forum and/or their host organisation. We draw your attention to the Code and of the potential consequences of breaching it.

The Code includes the sections below:

- Employees and service users: Respectful Treatment; Professional Behaviour; Interacting with Vulnerable Groups; Human Rights and Employment Law
- Business Practices: Management of Risk; Continuous Improvement; End-to-end delivery; Value;
- Reputation; Cyber security; Environmentally Sustainable Grant Funding; Confidentiality; Conflicts of Interest
- Standards of Behaviour: Ethical Behaviour; Counter Fraud and Corruption; Transparency; Treatment of Agents, Partners, Intermediaries and Subcontractors; Social Responsibility; Compliance

The overall objective of the Code is to drive improved performance throughout government grant funding, by building trusting and open relationships with Grant Recipients. Grant Recipients that carry out activities that are funded by government grants are expected to comply with all aspects of the Code, and the terms and conditions of this grant agreement.

As this grant agreement provides the legal framework for receiving the DfE parent carer participation grant and references the Code: the Code requires that Grant Recipients are open and transparent with DfE and Contact (DfE's grant delivery partner) about any breaches or suspected breaches of the Code and that they should notify Contact of any breach as soon as possible.

If non-compliance with the requirements of the Code, relating to standards of behaviour for volunteers, or staff, is reported or alleged, the first step is for Contact to discuss the allegations with the Grant Recipient. If that does not resolve the issue, or in cases where the breach is sufficiently grave and the forum is not complying with one or more of the clauses of the Conditions of Grant (this agreement), Contact and/or the Department for Education, may consider suspension or termination of the grant agreement, or a partial or full clawback of grant funding.

I confirm

GDPR

General Data Protection Regulations: parent carer forums must consent to sharing the data submitted on the form with Contact and the Department for Education (DfE) so that the grant can be processed and paid.

The DfE has supplied Contact with a privacy notice (Please click [here](#) to read the DfE's privacy notice) which explains that this data processing is necessary to 'exercise a function of a ministerial department and for the exercise of a function of a public nature that is in the public interest' i.e. necessary information required for the forum to receive a Government grant.

For further information on GDPR and the legal requirements for processing data, please visit the Information Commissioners' Office (Link to Information Commissioners' Office website). Please read Contact's Privacy Policy (Link to Contact's privacy policy)

The privacy statement of Formsite, which is the online platform that our grant application and monitoring forms are completed and held on, is available here - <https://www.formsite.com/privacy.html>

Be aware that:

Sometimes, Proofs of Expenditure (POEs) will be shared with relevant members of the forum to confirm their legitimacy.

Everyone named as an Officer on the grant application form will receive a copy of the completed form.

Contact may need to share data and Proofs of Expenditure with the forum's other funders if fraud is suspected or investigated.

Forums need to comply with GDPR and seek written consent from anyone whose personal data is included in any information sent to us as part of the grant application and grant monitoring process.

Forums need to comply with GDPR regulations in their day-to-day activities and in relation to their members' personal data.

Forums have access to Community Matters, and CiC's legal and HR helplines who can advise them on GDPR and governance issues as part of their support offer from Contact. Please confirm that you have read and understood the linked privacy notices above, the lawful basis by which Contact and the Department for Education will hold the personal information provided, and your forum's obligations around protecting the data of your members.

I confirm

Equality Act

Forums need to comply with the Equality Act 2010 and commit to:

- Eliminating unlawful discrimination, harassment, victimisation, and any other conduct prohibited by the Equality Act 2010
- Advancing the equality of opportunity of people who share a Protected Characteristic
- Facilitating good relations between those with a Protected Characteristic and those without

Response

I confirm I will work in accordance with the Equality Act

Duplication Notice

Definitions and Interpretation

“Duplicate Funding” is funding received from another funder which is for the same purpose as the participation grant.

By accepting the Department for Education participation grant funding, your forum accepts that it will not:

Apply for, or receive duplicate funding for any of the activities which have been paid for ‘in full’ using the DfE participation grant funding.

If the forum has a paid post, or activity that is part-funded by another funder, i.e. by the local authority, the forum must let Contact know the percentage split and the full amount of the DfE grant that has been used to fund the post, and the proportion that the other funding covers to ensure that it is not funded twice.

Response

I confirm I have read, understood, and agree to the above Duplication Notice.

Clawback Clause

This clause is a legally binding provision which enables grant givers to recover grants paid in error, or when the grant has been misused, e.g. in the following ways:

The forum fails to comply with one or more of the terms of the Condition of the Grant and/or the HM Government Code of Conduct for Grant Recipients

If any information provided to Contact is found to be incorrect or incomplete to an extent which we consider to be significant, including, but not exhaustively:

Receiving funding from any other source for the approved activity which is funded ‘in full’ by the DfE Grant

A concern over the forum’s ability to manage the grant effectively (inadequate

financial procedures); forum or host involvement in illegal activity in their administration of the grant; if the forum fails to investigate and resolve any financial irregularity identified through the grant monitoring process

If the forum does not have appropriate governance, policies, or procedures in place to manage the grant or the forum's activity and conduct or lacks the ability to deliver the approved grant activity but does not accept support or guidance from Contact, or fails to address or respond to any concerns raised.

If the forum or their host organisation fails to cooperate with Contact, the Department for Education or any of their appointed representatives as part of the grant monitoring process, respond to reasonable requests for information, does not deal with any concerns or complaints fairly and impartially, or fails to act to make necessary improvements by given deadlines.

If the forum folds or changes the nature of their work to an extent where Contact considers it does not meet the role or remit of a parent carer forum, including when the forum merges with, or is taken over by another organisation.

If any grant money is handed over to any other organisation or bank account without Contact's permission, or without a new Conditions of Grant signatory (when the previous signatory stands down), or adequate due diligence being carried out by Contact, the full grant will be reclaimed.

The forum will notify Contact if any money is paid incorrectly to them due to an administrative error, or otherwise, and arrange for prompt repayment. This includes (without limitation) situations where the forum is paid in error before complying with the obligations under the Conditions of Funding. Any sum which falls due under this section, shall fall due immediately. If the forum fails to repay the due sum within the timeframe specified by Contact, the sum will be recoverable as a civil debt.

If a default occurs, Contact may, at our discretion:

Suspend or withhold Grant payments temporarily dependent on conditions being met, or permanently.

Require the forum to repay some, or all, of the Grant by issuing a demand for repayment.

Offer the forum the opportunity to improve their practices to prevent a further breach from happening.

Delay or defer payment of any further Grant installments until action has been taken to rectify the breach, or

Where the default cannot be resolved, or improvement is not evidenced within a specified time period, Contact may terminate this Grant Agreement with

immediate effect, by serving written notice to the forum or their host organisation.

I confirm I have read, understood, and agree to the above Clawback Clause.

Fraud Declaration

Providing false or misleading information on the forum's grant application or any communications relating to the Grant could lead to the Grant being withheld or recovered. Civil or criminal proceedings will be considered in the event of non-compliance. Contact, the Department for Education, or its agents will take action to recover fraudulently utilised funds. All claimants of the grant need to understand and agree the following declaration:

I/we understand that I/am/we are liable to prosecution and the recovery of funds if fraud is proven.

I/we have a duty to report any incidents of suspected, or actual fraud, or deception within the forum to Action Fraud at <http://www.actionfraud.police.uk/> or by calling 0300 123 2040.

I/we understand that we also need to notify Contact.

I/we confirm that the bank details provided are the legitimate bank details of the organisation named as the grant applicant (or host organisation). I/we also understand that Contact may take steps to verify these details as part of their due diligence checks.

I agree to the fraud declaration above

Insurances and Licences

All DfE Grant applicants must have in place suitable insurance cover for any events, and for any equipment or assets purchased with the Grant. The forum will not breach Intellectual Property rights and will have appropriate licences

for any computer software.

Conditions of Grant

Please read the Conditions of Grant carefully as they are legally binding and failure to adhere to either the conditions or the HM Government Code of Conduct for PCF Grant Recipients could result in withdrawal, withholding or clawback of grant funding.

This section should be completed by the grant holder (officer of the forum, or a senior representative of the forum's elected grant host organisation).

This grant funding agreement sets out the terms and conditions for the payment by Contact as an agent of the Secretary of State for Education, of a grant to the Organisation named below. Contact can offer the Organisation a grant of up to £17,500 for the 2025/26 financial year. The offer is made on the following conditions:

- a.) that the grant is used only for the parent carer participation activities on the 2025/26 grant application form approved by Contact (attached) any proposed change in activity meets the Conditions of Grant or there is a risk of having to pay back any money. If in any doubt, check with Contact before going ahead.
 - b.) that the 2025/26 grant application is fully agreed by the forum committee/steering group and is endorsed by a senior officer of the Organisation named below;
 - c.) once the 2025/26 grant application has been approved, a payment of 50% of the total grant is made, the balance of the grant will be paid once the 2024/25 grant monitoring is approved, unless the Organisation is a first time applicant;
- Grant money must remain in the bank account it was paid into unless a formal handover has been authorised by Contact. Grant monies must not be distributed to other groups or be transferred to other organisations;
- d.) if applicable, the Organisation named below will ensure value for money by seeking three quotes for work or services. Where applicable, tendering procedures shall be in accordance with UK Procurement Regulations;
 - e.) the Organisation named below (or their grant holding organisation) will submit a copy

of their current Financial Control Policy with the grant application, and all expenditure will be in accordance with the Financial Policy provided. Accurate and comprehensive financial records of Grant expenditure will be kept and retained for seven years after the award and may be required to be submitted to Contact. The forum or their grant holding organisation will maintain an asset register for all items over the value of £500 purchased with the grant. Any assets sold or disposed of must be securely wiped, if necessary. The proceeds of any sales must be used in accordance with the approved Grant.

f.) a grant monitoring form for the financial year ending 31 March 2025 will be submitted by the deadline, and if requested, all relevant proofs of expenditure will be submitted to evidence that funding has been used for its intended purpose. If the grant holder changes mid-year, the outgoing grant holder will be required to complete a mid-year grant monitoring form and provide proofs of expenditure to Contact by the given deadline. The outgoing grant holder will be required to transfer the remaining Grant money to the new grant holder or back to Contact by the given deadline.

g.) any false or inaccurate information that is provided in the 2025/26 grant application, or at any point during the grant period, may result in details being passed to relevant fraud prevention agencies or other funders; and will result in full financial checks being carried out.

h.) the grant will not be used to fund any party-political activity, or to promote a particular religion; and should not be used for campaigning or lobbying purposes; the grant will not be used to purchase gifts over the value of £25 to any individual; alcohol, or parking/speeding fines.

i.) any grant money unspent by 31st March 2025 (underspend) will remain unspent from 1 April 2025 onwards, until advised by Contact that the grant application for 2025-26 has been approved. The following actions may be taken:

- Organisation named below returns the underspend to the Department for Education or Contact if requested; or
- Contact makes an adjustment to the second 2025/26 grant payment to take account of the underspend;

The Department for Education makes no guarantee of continuing funding and neither the Department for Education or Contact will be liable for any additional costs incurred by the applicant or a host organisation during or after the Funding Period to cover the cost of redundancies, pensions etc. at the conclusion of the grant agreement.

j.) if the organisation does not secure further funding from the Participation grant; the organisation will comply with Contact's requests to return securely wiped IT equipment and functional assets that were purchased using the DfE grant to Contact, or a third party at Contact's direction;

k.) books and records of the Organisation named below relating to the DfE grant are open to inspection by Contact, the National Audit Office, Government Internal Audit Agency, representatives of the Secretary of State for Education, and any other agency identified by the Secretary of State, as and when they may require;

l.) spouses, civil partners, live in partners, or relatives cannot both be signatories of the forum's bank account, or authorise their own, or each other's expenses, remuneration or salaries. Any conflicts of interest with business interests must be declared and recorded in official minutes, and individuals with identified conflicts must not be a part of decision making;

m.) there is a legal obligation for the Conditions of Grant signatory to complete and submit the grant monitoring for approval. If this person leaves the parent carer forum or grant holding organisation mid-year, an official handover to a new Conditions of Grant signatory must take place, or the legal obligation remains with the original signatory.

If the CoG signatory serves notice to leave the forum at the end of the financial year, they (and the forum/grant holding organisation) have an obligation to submit the grant monitoring by the stated deadline.

Failure to supply full grant monitoring by the deadline may risk future grant funding;

Forums must provide accurate and up to date information about the forum's address, contact details, and core membership and notify Contact of any changes that could affect the grant award, including changes to Officers, bank accounts, or signatories during the grant period. If the forum closes during the year, the forum must fulfil their responsibilities to the DfE grant – cooperating with Contact, submitting a grant monitoring form, POEs and returning the agreed underspend by the given deadline.

n.) for the duration of this agreement the forum's officers, core members or grant holding organisation will not breach any laws or commit any act which might reasonably damage the Department for Education's, or Contact's reputation;

o.) ensure that the forum works within appropriate governing documents, or the grant holding organisation's governance arrangements including having – a constitution, terms of reference, code of conduct, compliments and complaints policy, conflict of interest policy; in addition to those named above, and that these policies and procedures are applied fairly and equitably.

p.) grant holding organisations ensure that the grant application is completed with the full involvement and that the content has the full agreement of the forum's steering group or committee, Board of Directors, or Board of Trustees, and that key decisions are recorded in forum minutes. To follow best practice and ensure that there are a minimum of three parent carers involved in the main decision-making group;

q.) to co-operate fully with requests for information, to discuss concerns, or requests for meetings to discuss progress or challenges relating to the grant, and to notify Contact of concerns or challenges relating to the development and effective running of the forum. If associate support is an additional condition/safeguard of receiving the grant, the forum (or grant holding organisation) must comply with this, and may need to fund this via the grant;

r.) agreement of the specific terms above relating to safeguarding/privacy notice/duplication clause/fraud clause/clawback clause/The Equality Act/Insurance/GDPR/HM Government Code of Conduct for Grant Recipients and a commitment to uphold the demands of these clauses and provide evidence of policies or documents if asked to do so.

Additional Grant Conditions for Host Organisations

(only relevant for host organisations)

Host grant condition (if forum has no steering group)

In addition to the Conditions of Grant, as a grant host without a parent carer forum in existence, you will need to agree the following:

To use the DfE grant to establish a forum steering group, or committee of parent carers of children and young people with a range of SEND aged 0-25 living in, or receiving services from the local area

You will use principles and practices of community development and co-production to establish and empower the steering group to develop their own structure, governance, policies and plans towards becoming an independent group – <https://www.bvsc.org/community-development-national-occupational-standards> This link takes you to the Birmingham Voluntary Sector Council

All existing, and future, membership data or intellectual property rights relating to the forum will be assigned to the forum steering group including membership database, website, social media, email etc.

As the host organisation we agree to adhere to these grant conditions

Host grant condition (for hosts of forums with a steering group)

In addition to the Conditions of Grant, as a grant host hosting a newly established/established parent carer forum, you will need to agree the following:

An elected member of the forum steering group/director/trustee completes the grant application as the grant applicant. The host will complete the host section and agree to the conditions of grant.

The DfE grant is used as per the forum's directions to support the development of the steering group and work of the forum.

You have agreed support needs, and are clear and transparent about roles and responsibilities, costs of support services provided such as possible worker, recruitment, office base, and any fees for organisational overheads such as IT and HR support, management and managing disagreements. You will provide regular financial updates on grant spend to the forum.

You have agreed your role in relation to record keeping with the forum steering group. There is an MOU in place between you and the forum that sets out all of the above

As the host organisation we agree to adhere to these grant conditions

The purpose of the grant is to:

- support, develop and sustain parent carer participation in local areas.
- enable the strategic participation and representation of parent carers with local statutory and voluntary partners in service provision, development, and improvement.

Conditions of Grant signatory

Full Name

E-mail Address (This e-mail address needs to be an email address only you have access to)

Organisation

Role/Title

Please be aware this is not to be completed on anyone else's behalf as this is a legally binding agreement.

The person who signs the Conditions of Grant will also receive a copy of the application.

By clicking 'I confirm' I confirm that:

- I am the person named above
- I understand the purpose of the grant
- I agree to the 'Conditions of Grant' and accompanying declarations.
- I understand that these terms are legally binding
- I understand that if there is a breach of these grant conditions or HM Government Code of Conduct for Grant Recipients that is deemed by the Department for Education or their contracted partner (Contact) to be serious, that the grant may be withdrawn, withheld, or clawed back
- All grant spend will be related to activity for the period 01 April 2025 to 31 March 2026. Any spend outside this time period, or spend that does not meet the conditions of grant, will be deducted from the total grant expenditure.

I confirm