



**Arts Council England**

**Standard terms and  
conditions for Music  
Education Hubs 2023-24**

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## Standard terms and conditions for grants

These standard terms and conditions for grants apply to all grant offers made under the Music Education Hubs programme. The Music Education Hub Programme criteria are set by the Department for Education ('DfE'). The grants are administered, awarded and monitored by Arts Council England. Funding has been provided by the DfE.

These standard terms and conditions have been revised and updated for the 1 September 2023 to 31 August 2024 funding period.

This document is important. It sets out the standard legal conditions of our grant offer to you. This is a legal document, and you should ensure that you fully understand your responsibilities before accepting a grant from us.

If you have any general questions about this document, please contact our Customer Services team on 0161 934 4317. However, if you need legal advice, please contact your solicitor.

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## 1. Definitions

- 1.1. "We", "us" and "our" means Arts Council England and includes its employees and those acting for it.
- 1.2. "You" and "your" means the Hub Lead Organisation (HLO) receiving the grant bound by these terms and conditions.
- 1.3. The "Hub" means the Music Education Hub partnership referred to in the Funding Agreement.
- 1.4. The "Agreed Activity" means the activity or activities to be carried out during the Funding Period, which has been agreed with us and for which we are giving you the grant as set out in the grant offer letter and in accordance with the Funding Agreement.
- 1.5. The "Relationship Manager" is an Arts Council England employee allocated to you as your main point of contact for all matters relating to the grant and the Agreed Activity.
- 1.6. "Organisational Board" is the executive board of the HLO.
- 1.7. "Hub Board" (or equivalent oversight group – herein referred to as the 'Hub Board') is the board established by the HLO specifically to implement impartial, evidenced-based decision-making through which to allocate resources and oversee Agreed Activities in a transparent manner. If the HLO only delivers Music Education Hub activity, then the Organisational Board may also be the Hub Board. However, we expect that most Hubs will operate with a separate Hub Board.
- 1.8. "Capital Asset(s)" means any asset (or multiple assets) that are purchased, renovated, created, improved, or equipped using more than £1,000 of the grant.

- 1.9 "Data Protection Legislation" means without limitation (i) the United Kingdom General Data Protection Regulation ("UK GDPR") and (ii) the Data Protection Act 2018 ("DPA 2018") together with all other applicable UK laws whether currently existing, yet to be implemented, or to act as successor legislation that regulate the collection, processing and privacy of personal data.
- 1.10 "DCMS" means the Department for Culture, Media and Sport.
- 1.11 "DfE" means the Department for Education.
- 1.12 The "Funding Agreement", which you have accepted and signed, includes and incorporates these standard terms and conditions, the application and attachments, any additional conditions, the payment conditions as set out in the Monitoring Schedule and the offer letter together with any other conditions you have agreed with us in writing. For the avoidance of doubt, the "Funding Agreement" also includes any subsequent variations that you have agreed in writing with us at any time.
- 1.13 The "Funding Period" means the fixed term specified in the Funding Agreement.
- 1.14 The "Monitoring Schedule" means the payment conditions that detail any conditions you have been asked to submit for your payment to be released at scheduled intervals.
- 1.15 The "Relationship Framework" means the Relationship Framework document which is available to you for guidance on the Music Education Hub Programme alongside the Funding Agreement. For the avoidance of doubt, this includes any subsequent variations of the Relationship Framework that are issued by us at any time.
- 1.17 The "Performance Framework" means the self-assessment and monitoring tool which the HLO must use to review the Hub's activity and operations. Further information, including the criteria, prompts and ratings can be found [here](#).
- 1.18 "LPME" means the Local Plan for Music Education which must be developed, implemented and communicated by the HLO in collaboration with its Hub partners, setting out the strategic and operational arrangements for the Hub and services you expect to offer. Further information can be found [here](#).

- 1.19 “NPME” means [The power of music to change lives: a national plan for music education \(published June 2022\)](#), which sets out the government’s priorities until 2030 for music education for children and young people.
- 1.20 The “Subsidy Control Regime” means the Subsidy Control Act 2022, and the Subsidy Control (Subsidies and Schemes of Interest or Particular Interest) Regulations 2022, together with the Department for Business and Trade’s (formerly the Department for Energy and Industrial Strategy) and the Competition and Markets Authority’s published guidance on the Subsidy Control Regime or as such other laws and/or guidance that may apply or as amended or replaced from time to time, that regulates the award of financial assistance that meets the definition of ‘subsidy’ at section 2 of the Subsidy Control Act 2022.
- 1.21 In this context, the acronym “SMART” stands for Specific, Measurable, Achievable, Relevant and Timebound.

## 2. The Agreed Activity

- 2.1 You will deliver efficiently the activities as defined in the Agreed Activity as set out in the additional conditions, your LPME, completed SMART objectives and financial reporting templates and other mandatory documents which must be submitted as per the Monitoring Schedule and approved by your Relationship Manager. You acknowledge that the grant is paid on trust to you for the sole purpose of delivering the Agreed Activity.
- 2.2 The Agreed Activity will form part of the basis for the reporting, monitoring and assessment of performance under the Funding Agreement.
- 2.3 You must tell us immediately in writing of anything that significantly delays, threatens or makes unlikely the successful delivery of the Agreed Activity or any key part of it.

## 3. Funding

- 3.1 Subject to satisfactory receipt of any information required from time to time, the Arts Council agrees to pay to you the total grant in such instalments as shown in the Monitoring Schedule.

- 3.2 We will not make any payments under the Funding Agreement until we have received evidence that the Funding Agreement is properly accepted by an Organisational Board member or equivalent. You will ensure that at all times while the Funding Agreement is in force that it is correctly constituted and regulated, and the receipt of the grant and the delivery of the Agreed Activity are within the scope of your constitution.
- 3.3 You accept that these standard terms and conditions are not negotiable, and you shall have no right to amend or vary the provisions of the Funding Agreement (unless with the prior written agreement of us) which, for the avoidance of doubt, includes the Agreed Activity, the Funding Period and the Dates and Amounts of the Scheduled Payments as specified in the Monitoring Schedule. The Agreed Activity is specified in the additional conditions, your LPME, completed SMART objectives and financial reporting templates and other mandatory documents which must be submitted as per the Monitoring Schedule and approved by your Relationship Manager.
- 3.4 You accept that we will not increase the grant if you spend more than the total grant shown in the offer letter. If you spend less than the whole grant allocated in the Funding Period on the Agreed Activity, you will return the unspent amount of grant for that year to us promptly at the end of that financial year.
- 3.5 You will show the grant and related expenditure in your annual accounts under the description of 'Arts Council Funding' (as a restricted fund deriving from Grant-in-Aid as a revenue grant):
- a) If you have more than one restricted fund, you will include a note to the accounts identifying each restricted fund separately.
  - b) If you have more than one grant from us, you will record each grant separately in the notes to the accounts.
  - c) You will identify unspent funds and assets in respect of the grant separately in your accounting records.
  - d) If the activity delivered, funded through the grant, results in additional income being generated, you will identify these funds and retain them within the restricted fund under the description of 'Arts Council Funding' in your accounts to use for the Agreed Activity only.

- 3.6 You accept that the grant, and any additional income generated by the Agreed Activity, can only be used to fund direct project costs, that is costs that relate clearly and directly to the Agreed Activity.
- 3.7 Overheads, management fees, administrative costs and any other recharges must relate directly to the amount of time spent on the Agreed Activity and you must show how these have been calculated. These costs must be reviewed and agreed by your Relationship Manager.
- 3.8 The grant cannot be used to fund:
- (a) marketing and advertising, or for any costs associated with the maintenance, technical development or updating of existing websites or for the development and/or creation of new websites termination, severance or redundancy pay
  - (b) general running costs and overheads that are paid for by other income or funding, including your own funds
  - (c) recharges for use of premises, HR, financial, legal support and other costs which do not directly contribute to the Agreed Activity
  - (d) recharges which are set out as flat percentages without a strong rationale for how this level relates to the amount of time spent on the Agreed Activity
  - (e) overheads, management fees, administrative costs and any other recharges must be acceptable to the Arts Council.
- 3.9 You agree and accept that you will spend a minimum of 80 per cent on frontline activity, services and support delivered by or through the Hub partnership. A maximum of 20 per cent of the grant can be spent on the strategic and/or administrative costs. Recharges for the use of premises, HR, financial, legal support and other general running costs and overheads must contribute directly towards the aims of the Hub partnership. You must show how these have been calculated. These costs must be reviewed and agreed by your Relationship Manager.



## 4. VAT

- 4.1 The grant is not a consideration for any taxable supply for VAT purposes. You acknowledge that our obligation does not extend to paying any amounts in respect of VAT in addition to the grant.
- 4.2 If you are registered for VAT, or subsequently become liable to register for VAT, you must keep proper and up to date records and make those records available, giving copies to us when requested.
- 4.3 If the grant includes any or all of the VAT costs associated with the Agreed Activity and you subsequently recover any VAT, you must pay back immediately any of the VAT that has been paid for with the grant.

## 5. Our Monitoring and Reporting

- 5.1 We will designate a Relationship Manager for you in relation to the Funding Agreement. The Relationship Manager:
  - (a) will act as the main contact with you for all matters relating to the grant and the Agreed Activity
  - (b) will monitor you, ensuring you comply with the terms of the Funding Agreement and other requirements in accordance with our monitoring and reporting requirements (this is to be undertaken on a quarterly basis as a minimum)
  - (c) may identify examples of good practice and issues and share these with relevant colleagues
  - (d) will act as a 'critical friend', providing feedback on your Hub's performance and suggesting other sources of advice and support
  - (e) will provide quarterly feedback and attend a Hub Board meeting at least once a year
- 5.2 We welcome dialogue on our relationship with you, and the first point of contact for such feedback is the Relationship Manager. If you wish to make a complaint you should use our relevant complaints procedure as published and updated on our website from time to time:  
<https://www.artscouncil.org.uk/making-complaint>

- 5.3 We will assess your performance through our published Performance Framework, monitoring how well you are performing and providing you with quarterly performance ratings against our seven performance areas.
- 5.4 We will monitor your activity for relevant risks which might adversely affect the delivery of the Agreed Activity.
- 5.5 We will submit reports to the DfE and the DCMS. These reports will be in the format and contain such information as the DfE agrees with the Arts Council and may include any information provided by you under the Funding Agreement. The DfE is the legal owner of the information contained in the reports and may use and publish the information for any purpose.

## 6. Your Obligations

- 6.1 You must comply with the Funding Agreement which includes the conditions set out below.
- 6.2 You understand that we can only guarantee future instalments of the grant in accordance with pupil number changes and as long as DfE funding is made available to us.
- 6.3 You understand that there is no guarantee of any continuation funding for the Agreed Activity, which is also subject to the availability of funds from the DfE.
- 6.4 You acknowledge that the grant comes from public funds and confirm that the support provided is compliant with the Subsidy Control Regime. Where applicable, you agree that we will publish information relating to the grant and that you will keep reasonably detailed records to demonstrate compliance with the Subsidy Control Regime and shall provide a copy of such records to us upon reasonable request. In the event that it is deemed by a competent court or other regulatory authority to be non-compliant with the Subsidy Control Regime, you shall repay the entire grant (and any other sums due) immediately.
- 6.5 You must immediately tell us about any changes to bank or building society details or any other changes to information provided to us and update your Grantium applicant profile accordingly (to ensure key details such as governance status, address and main contacts are up to date).

- 6.6 You will not sell, give away, licence or borrow against any grant funded assets (including any intellectual property rights) without receiving our prior written consent. As the grant has come from public funds, you understand and accept that if we provide the consent we may require that the disposal is at full market value and/or subject to conditions requiring you to repay all or part of the grant money received.
- 6.7 When required by us, you will ensure that copyright and design rights in works created wholly with monies granted will be vested in the Crown and the Secretary of State for the DfE respectively.
- 6.8 You may be required, at our request but at your cost, and for no/ at nil consideration to pass on knowledge, skills, documentation, materials and procedures, developed with the grant and/or capital assets purchased with the grant while delivering the Agreed Activity to another organisation or organisations carrying forward similar work. You will act reasonably to put this to effect within a period of two months of receiving such a request or no later than 1 August 2024 (whichever is soonest).
- 6.9 Any Capital Asset(s) must not be sold or otherwise disposed of within five years of purchase without our prior written consent. If consent is not obtained, we may require the repayment of all or part of any proceeds of any disposal or sale of any Capital Asset(s).
- 6.10 You will maintain a register of any Capital Assets purchased with the grant. The 'Capital Assets Register' will record, as a minimum: (a) the date the item was purchased; (b) the price paid; (c) if the Capital Asset(s) is proposed to be disposed, the date of our written permission; (d) the date of disposal (in due course); and (e) the value of the disposal.
- 6.11 You will ensure you appropriately manage necessary instrument storage, purchasing and maintenance.
- 6.12 You must not attempt to raise a mortgage or other charge on assets funded by the grant without our prior written approval.
- 6.13 You must always:
  - (a) confirm that where your and/or your Hub partners' remit covers other parts of the United Kingdom, the grant and Agreed Activity supports the provision of music education in England only

- (b) obtain your own management, business and music advice. This includes considering whether you need to secure your own advice in relation to: finances, accounting, tax, solvency, insurance, human resources, legal advice (including compliance with legislation, including but not exclusive to, Transfer of Undertakings [Protection of Employment] Regulations) or other types of professional advice. Obtain all approvals, consents and licences required by law to deliver the Agreed Activity.

6.14 In carrying out your business and funded activity during this funded period, you must obtain all approvals, consents and licences required by law. At all times you must comply with any relevant laws or government requirements which may be applicable and/or in force at any time for the duration of this funding agreement and comply with best practice in governance, reporting and operation. This includes (but is not limited to):

- (a) taking all reasonable steps to ensure the safety of the children and adults at risk that it will work with
- (b) having safeguarding and child protection policies and procedures which are reviewed regularly by your Hub Board and Organisational Board
- (c) checking backgrounds and disclosures of all employees, volunteers, trustees, partners or contractors who will supervise, care for, or otherwise have significant direct contact with children and adults at risk with the Disclosure and Barring Service ('DBS'). For further details of the DBS see <https://www.gov.uk/government/organisations/disclosure-and-barring-service>
- (d) regularly training staff (on all types of contracts), volunteers and trustees in your safeguarding policies and procedures
- (e) ensuring that all Hub partners and sub-contractors have their own, appropriate safeguarding and child protection policies and procedures in place where they have been appointed by the HLO to supervise, care for, or otherwise have significant direct contact with children, young people or adults at risk as part of the Music Education Hub's activity

- (f) following best practice in having appropriate and effective policies and procedures in place concerning equality and diversity, harassment and bullying and in complying with those policies and procedures
- (g) having in place at all times, and acting in accordance with, appropriate and effective disciplinary, grievance and whistle blowing policies
- (h) having an equal opportunities policy in place at all times and acting at all times without distinction and in compliance with all relevant equality legislation
- (i) where appropriate for your business, having a public-facing complaints policy in place at all times
- (j) following best practice in having appropriate and effective policies and procedures in place concerning counter fraud
- (k) complying with Data Protection Legislation. Data Protection Legislation shall mean without limitation (i) the United Kingdom General Data Protection Regulation and (ii) the Data Protection Act 2018 together with all other applicable UK laws whether currently existing, yet to be implemented, or to act as successor legislation, that regulate the collection, processing and privacy of personal data
- (l) adhering to all relevant legal obligations relating to offering apprenticeships and internships
- (m) ensuring that salaries, fees and subsistence arrangements are as good as or better than those agreed by any relevant trade unions and employers' associations
- (n) complying with all anti-bribery and anti-corruption legislation
- (o) considering any possible risks involved in your funded activities and taking appropriate action to protect everyone involved
- (p) maintaining adequate insurance at all times and if asked, will supply copies of the insurance policy. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets that you have funded

- (q) if applicable to your business, complying with the Modern Slavery Act 2015 and any other slavery, servitude and forced or compulsory labour and human trafficking legislation
- (r) ensuring that you do not work with organisations proscribed under the Terrorism Act 2000 – see <https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2/proscribed-terrorist-groups-or-organisations-accessible-version>
- (s) any legislation or regulations in relation to ‘sanctioned’ countries, organisations and/or individuals which may be in force at any time during the duration of the funding agreement (“Sanctions Legislation”). Information on the UK Sanctions Regime can be found at: <https://www.gov.uk/government/collections/uk-sanctions-regimes-under-the-sanctions-act>.

## 7. Partnership Agreements

- 7.1 You will not transfer any part of the grant or the Funding Agreement or any rights under it to any other organisation or individual without the prior written agreement of us. If you are required by us to enter into a partnership agreement with another organisation or organisations in order to deliver the Agreed Activity, you will submit the proposed partnership agreement to us for our prior authorisation and subject thereto will ensure that no other organisation or individual acquires any third-party rights under the Funding Agreement.
- 7.2 Partnership agreement/s with key delivery partners (for which part of the grant is used to pay for the partner’s involvement in the project) should:
  - (a) refer to, or preferably include the Standard terms and conditions for Music Education Hubs 2023-24 (particularly noting clauses 6.1 - 6.14)
  - (b) state that if there is any conflict between the interpretation of the Arts Council’s terms and conditions of the funding agreement and the terms of the partnership agreement, the Arts Council’s will always take precedence.

- 7.3 You will notify us of any changes to partnerships and partnership arrangements affecting the Agreed Activity, during the course of the grant; this will necessitate a new partnership agreement between you and other partners which will need to be approved by us.

## 8. Hub Governance

- 8.1 You must ensure that the Hub governance model is transparent and addresses any potential conflicts of interest:
- (a) you must implement a Hub Board (with an independent chair), which supports and challenges strategic decisions, for example on expenditure, focus areas, needs analysis and development of the business plan
  - (b) the relationship between you and your Hub Board must be clearly defined within its terms of reference, ensuring the purpose of the group is clearly communicated internally and externally
  - (c) you must implement robust processes to manage conflicts of interest between the Hub Board and your senior leadership team
  - (d) the Hub Board must have broad and diverse representation, demonstrating a range of perspectives, stakeholders, skills and protected characteristics. Representation must include schools, parents/carers, young people, strategic partners, and the wider arts/cultural, youth and music industry/sector.
- 8.2 The Hub Board must be informed about any concerns we express, if they arise, either in discussion at a meeting or in writing. The Hub Board, working with the HLO's executive officers (and wider governance structure where appropriate), must deal with relevant issues and provide prompt and constructive advice on how to meet our requirements set out in the Funding Agreement.
- 8.3 We will review Hub Board papers and attend meetings. We may also write to the HLO, and/or the Hub Board chair and/or attend Hub Board meetings to provide feedback.

- 8.4 We reserve the right to be consulted in the process of recruitment, including (but not exclusive to) recruitment timelines and job descriptions, and invited to attend interviews when you are making a new senior appointment, whether replacing a board member or existing HLO/Hub staff member or creating a new Hub role. We can contribute information and comments for Hubs to consider in decision-making, but we will not take part in the decision itself.
- 8.5 You must accept that our staff, council members and advisers cannot give you professional advice and will not take part in carrying out your business. We cannot be held responsible for any action you take, or fail to take, or for your debts or liabilities. We will not be liable for any losses or charges if it does not make any grant payment on the agreed date. We will not be responsible to anyone else who may take, or threaten to take, proceedings against you.
- 8.6 You are fully responsible for every part of your business, and this includes, without limitation, the following:
- (a) ensuring that all current and future members of both your Organisational Board and Hub Board receive a copy of the Funding Agreement while it remains in force
  - (b) ensuring that the receipt of this grant and the delivery of the Agreed Activity are within the scope of your governing documents
  - (c) telling us immediately of any changes in your arrangements with Hub partners and any changes that may threaten your solvency or the solvency of your Hub partnerships and informing us if you (or they) enter(s) into or propose(s) any arrangement with any of your (or their) creditors
  - (d) ensuring, through the partnership agreements you have in place, that your partners have sound financial procedures in place appropriate for handling public money and are under an obligation to you to meet all the commitments imposed upon you under the terms of the Funding Agreement as necessary for them to fulfil their obligations to you.
- 8.7 Telling us in writing as soon as possible if any disputes with third parties arise or if any legal claims or any regulatory investigations are made or



threatened against you and/or which would adversely affect the Agreed Activity during the period of the grant (including without limitation any claims made against members of your governing body or staff, Hub Board and Hub partnerships).

- 8.8 Maintaining all main financial records including profit and loss accounts, management statements, personnel and payroll records for staff funded under the Funding Agreement for seven years after the grant has ended. You will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.
- 8.9 When procuring goods, works or services that are funded in whole or in part by the Funding Agreement you must ensure you are:
- (a) getting the best value for money when buying goods, works or services and ensuring that any procurement process is conducted in a transparent and proportionate manner and suppliers are treated equally, without discrimination
  - (b) having appropriate policies and procedures for obtaining quotes or competitive tendering in place for purchasing any goods, works or services costing more than £12,000 (including VAT) over the whole life of the contract, including any extensions (irrespective of how likely it is that they will be exercised)
  - (c) complying with your obligations under the Public Contracts Regulations 2015 (as amended or replaced from time to time) ("PCR"), if you are a contracting authority subject to the PCR; and
  - (d) for contracts within the scope of Regulation 13 of the PCR, procure in a manner compliant with the PCR (as amended or replaced from time to time); and advertised in such a way as to ensure that all interested suppliers in the market are aware of the opportunity to tender for the contract as if you are a contracting authority for the purposes of the PCR. The Organisation understands it shall not sub-divide a requirement with the intention of excluding the application of clause 8.9 c or 8.9 d or complying with your obligations under the PCR.

- 8.10 We may request, and you must provide any information we require to satisfy us that you have complied with your obligations under clause 8.9 (a – d).
- 8.11 You acknowledge that we may incur financial liability if you breach your obligations under clause 8.9 (a – d) and that you shall be liable to us for any losses, costs (including legal costs), damages and any other financial liability that it incurs as a direct result of such breach.
- 8.12 We may choose to review the HLO's governing documents at any stage in the Funding Period. This may include checking company registrations with Companies House and the Charity Commission, and other checks to establish the validity of your governing documents.

## 9. Data, Information and Monitoring

- 9.1 We will monitor and assess, with the DfE, your activity and how effectively the funding is being used. To enable this, you will send us all such information as we may in our sole discretion reasonably request from time to time. This includes, without limitation:
  - (a) the Monitoring Schedule, participant and activity data (which may include personally identifying pupil data)
  - (b) copies of any other information which we or the DfE deems relevant to their understanding of how the Agreed Activity is being delivered and the funding used, and to inform future decisions about Hubs
  - (c) reasonable requests for employee data, for example around TUPE (Transfer of Undertakings Protection of Employment).
- 9.2 Where your information includes personally identifying information (including pupil information), you, us and the DfE shall each take appropriate steps to justify the sharing and processing of such data in line with Data Protection Legislation. You agree and accept that we may also share such information and data (excluding personally identifying pupil data) with the DCMS and prospective grant recipients, in the event of the HLO role being competed for or transferred to a replacement grant recipient.

- 9.3 You will co-operate with us in respect of any exit transition arrangements by allowing any replacement grant recipient to communicate with and meet the affected employees or their representatives.
- 9.4 You will complete an annual survey, confirming that all your data is accurate, verifiable and acknowledged by your Organisational Board and Hub Board. We will publish information from the annual survey on our website. We will provide you with:
- (a) a reasonable period of time to complete and return to us your annual survey with a published deadline
  - (b) narrative qualitative questions and quantitative questions which capture participant numbers and characteristics, staffing and board statistics, Agreed Activity, income and expenditure
  - (c) reporting requirements and standards for your data capture and analysis, which we will publish annually.
- 9.5 The success of your relationship with us relies on effective communication and the sharing of information. You must tell us in advance if you want to make any significant changes to the Agreed Activity and/or to your legal status, business model, Hub partnerships and staffing, reporting and decision-making structures, which affect the Agreed Activity under the Funding Agreement. We will not unreasonably withhold our consent to any such changes.
- 9.6 You must give us, the DfE, the National Audit Office or any of their agents access to meetings, events and any/all financial records, other information and/or premises, as may be reasonably requested, relating to the Agreed Activity, or to any other matter arising under the Funding Agreement. We may postpone payment of the grant or an instalment of the grant until we have received the material the DfE, the National Audit Office or any of their agents have requested.
- 9.7 The DfE reserves the right to contact and visit you from time to time as part of its oversight of the Music Education Hub Programme. Any contact will always be arranged with us in advance, and you will be given reasonable notice ahead of any planned contact or visit.

- 9.8 Any information we receive from you will be subject to the Freedom of Information Act 2000 (the 'Freedom of Information Act'). By law, we may have to provide your information to a member of the public if they ask for it under the Freedom of Information Act. For further details, see our information sheet 'How we treat your application under the Freedom of Information Act', available on the Arts Council's website at [www.artscouncil.org.uk](http://www.artscouncil.org.uk). If you have any concerns, you should let us know as some information may be covered by exemptions if it is sensitive or confidential. However, we will make the final decision in accordance with the Act.

## 10. Marketing and Communications

### 10.1 You must always:

- (a) follow our branding and publicity guidelines, acknowledging the grant in press, marketing and communications materials, orally and in writing
- (b) use our [grant award logo](#), and other logos including any required by the DfE as may be required, appropriately on all published material including digital and print marketing assets according to our [guidelines](#)
- (c) consent to any publicity about the grant and the Agreed Activity as we may from time to time require. We and the DfE can carry out any forms of publicity and marketing to promote the award of the grant as we see fit, including the publication of information provided by you, and you will do whatever is reasonably required in order to assist with any form of publicity and marketing, including any press or media related activities.

## 11. Termination of this Agreement

- 11.1 If you breach any of the terms and conditions of the Funding Agreement, then we (in our absolute discretion) may terminate, withhold and/ or demand repayment of all or part of your grant. You will repay any grant requested immediately upon demand.

- 11.2 We may suspend payment of the grant if we wish to investigate any matters concerning the grant (or any other grants given by us to you). You understand and accept that the Arts Council will accept no liability for any consequences, whether direct or indirect, that may arise from a suspension even if the investigation finds no cause for concern.
- 11.3 We may also terminate, withhold and/or demand repayment of all or part of the grant if you:
- (a) close down your business (unless, with our prior consent, you join with, or you are replaced by, another organisation that can take over the Funding Agreement and carry out the purposes of the grant to our satisfaction)
  - (b) make significant changes to the Hub business model, staffing, reporting and decision-making structures, the Agreed Activity, or if you change your partnership arrangements without our prior written approval
  - (c) do not fulfil the purpose of the grant with reasonable care, thoroughness, competence and to a standard that we expect from you with your level of experience in music education, profession or line of work
  - (d) provide any information to us that is wrong or misleading either by mistake or because you are trying to mislead us during the application process or during the period of the Funding Agreement
  - (e) or a Hub partner organisation becomes insolvent, any order is made, or resolution is passed, for you to go into administration, be wound up or dissolved; an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or a considerable amount of your assets; or enter into or propose any arrangement with your creditors
  - (f) or a Hub partner organisation acts illegally or negligently at any time

- (g) or a Hub partner organisation acts in such a way that we believe it has significantly affected the Agreed Activity, or is likely to harm our or your reputation, or it is in our discretion necessary to protect public money
- (h) sell or in some other way transfer any part of the grant, the business or the activity funded under the Agreed Activity to someone else without first getting our approval in writing
- (i) use the Grant or any part of it for any activity that is intended to influence or attempt to influence Parliament, Government or political parties, or attempts to influence the awarding or renewal of contracts and grants, or attempts to influence legislative or regulatory action
- (j) and/or any Hub partner organisation are or become a proscribed group or organisation under the Terrorism Act 2000 as set out in clause 6.14 (r).

11.4 If you have other revenue or capital grants with us, then you are also under an obligation to keep to the terms and conditions of those Funding Agreements. If there is any conflict between those terms and conditions and the terms and conditions of the Funding Agreement, then these terms and conditions will take precedence so far as they relate directly to the delivery of this Agreed Activity.

11.5 If you breach any of the terms of the Funding Agreement, we can choose to treat you as having breached the terms of any other grant agreements we have with you. This will allow us to take the same actions under those agreements that we may take under this Funding Agreement, including making you pay back the grant and stopping any future payments.

11.6 If you are in breach of any of the terms of the Funding Agreement and we do not enforce one or more of its rights straight away, this does not mean that we will not do so in the future. We will give up our right to enforce the Funding Agreement only if we tell you in writing.

11.7 The Funding Agreement and these terms and conditions remain in force for whichever period is the longer time:

- (a) for one year following the payment of the last instalment of grant; or

- (b) as long as any part of the grant remains unspent; or
- (c) the expiry of the maximum period required under the grant for asset disposal as set out in clause 6.9; or
- (d) for as long as you do not carry out any of the terms and conditions of the Funding Agreement or any breach of them continues (this includes any outstanding reporting on grant expenditure or the delivery of the Agreed Activity).

## 12. Additional Terms and Conditions

12.1 We have the right to vary or impose any additional terms and conditions on you in relation to the Funding Agreement and/or Relationship Framework if:

- (a) you are in breach of the Funding Agreement
- (b) we or another funder withdraws any part of the funding for the Agreed Activity
- (c) we have reasonable grounds to believe that the Agreed Activity are being carried out by you in a way that may have a detrimental effect on the Agreed Activity or on our role as a distributor of public money. For the avoidance of doubt, this would apply to the manner and speed of the delivery of the Agreed Activity, or to any illegal or negligent actions by you, and not to any artistic decision made by you
- (d) we have reasonable grounds to believe that it is necessary to protect public money; and/or
- (e) we believe such conditions are necessary or desirable to make sure that the Agreed Activity is delivered as set out in the application form or following any agreed changes
- (f) the DfE and the DCMS revise the NPME, strategic functions and delivery requirements for Music Education Hubs at any time during the Funding Period.