

# Ennistymon & District Credit Union Community Investment Fund

## - Terms and Conditions

1. All applications are to be made via completed Application Form together with any supporting documents which may be required.
2. The information supplied by the applicant group must be accurate and complete and accompanied by all required supporting documents.
3. Misinformation may lead to disqualification and/or the requirement that the applicant repay any funding received from the Credit Union.
4. All information and documents provided by the applicant group/organisation will be held by the Credit Union for a period of six years from the cessation of the relationship between the group and the Credit Union.
5. The Credit Union reserves the right to publish details of any funding granted on its website and in media including social media and newspapers.
6. The Credit Union's contribution must be publicly acknowledged in all materials associated with the purpose of the fund.
7. The application must be signed by two of the following persons Secretary, Chair or Treasurer of the Group or organisation making the application. Evidence of authorisation to make the application will be required.
8. Applications must be signed by persons who are 18 or over on the date of the application.
9. Evidence of receipts and invoices must be retained and provided to the Credit Union prior to the disbursement of funds by the Credit Union. The Credit Union will release the fund payment upon receipt of invoices/receipts for works done/goods supplied. Funds will be made payable to service provider named on the invoice. Cheques or cash will not be issued directly to the Applicant Group/organisation or to authorised persons in the Applicant Group or organisation. Approved amounts must be spent within 6 months of approval date.
10. Evidence of a written Constitution/Memorandum and Articles/Set of Rules/Legal Structure or proof of the existence and good governance of the applicants operations must accompany the application, where appropriate.
11. Late applications will not be accepted.
12. Funding is available for new and proposed projects but specifically excludes funding for any of the annual running costs of an organization or any project already completed. For example, such projects might include the enhancement of premises uses by an organization, the acquisition of equipment or support for a musical or cultural event.

13. The Fund is open to all community or voluntary groups, local clubs or associations, not-for-profit and charitable organisations working at a local level within our common bond area.
14. The applicant must have been operating for at least 12 months prior to the date of submission of the application.
15. Only one grant of funding per organisation will be awarded in any 3 year period.
16. Applicants must submit details of an initiative that fits in one of the five categories below:
  - Qualifying initiatives in Arts & Culture include those that:
    - Promote and contribute to projects of an artistic nature that directly benefit the local community and involve local people.
    - Preserve and enhance local identity and the unique artistic and cultural assets of the community through a variety of activities.
  - Qualifying initiatives in Physical Activity and Sports include those that:
    - Increase opportunities for people with all levels of abilities to engage with others in physical activity and sport.
    - Encourage regular participation in physical activity, sport and healthy lifestyle.
    - Re-engage young people through physical activity and sporting programmes.
  - Qualifying initiatives in Environment include those that:
    - Promote civic responsibility by getting people involved in shaping and looking after their local environment.
    - Assist in the upgrading (not replacement) or physical improvement and development of civic ownership of local amenities, e.g. allotments.
  - Qualifying initiatives in Community Development include those that:
    - Develop and enhance facilities within the local community, e.g. a community centre
    - Enhance local business integration within the community through community partnership projects.
  - Qualifying initiatives in Youth include those that:
    - Provide additional access to youth facilities and youth activities.
    - Promote active youth participation within the local community.
    - Add value to existing youth facilities and programmes.

The above list is not exhaustive and the committee reserves the right to consider other activities which, in its opinion, should merit inclusion.

17. If the proposed initiative includes children under-18 years of age or vulnerable persons, each applicant must have in place a policy for the safeguarding of children or vulnerable persons and show evidence of its implementation on request.
18. The applicant must include details of any additional funding required for the initiative and provide details of the source(s) of this additional funding.
19. Ennistymon & District Credit Union reserves the right, at any time, to verify the validity of applications and have the right to inspect and/or to disqualify any application that is not in accordance with these Terms and Conditions.
20. Ennistymon & District Credit Union will ensure that community projects awarded funding are consistent with the ethos and values of the Credit Union movement and distributed throughout the common bond in a fair and equitable manner.
21. Requests should fulfil a recognised need and benefit to the community at large as well as be relevant to the majority of the Ennistymon & District Credit Union membership. Requests will not prohibit the organisation from applying for a loan from the Credit Union.
22. Funding will be awarded to groups/clubs/entities and not to individual people.
23. Approval for all funding will be given based on the information received, the purpose behind the project, the benefit to the community and the perceived benefits Ennistymon & District Credit Union can expect from participation.
24. The decision of the Board of Directors of Ennistymon & District Credit Union Limited to award or decline funding is final.
25. The Applicant group/organisation hereby consents to allowing the Credit Union or its auditors to carry out an audit of Community Investment Fund projects, assessments, recommendations, funding decisions, income and expenditure account and payments upon request.
26. The Applicant group/organisation hereby agrees to notify the Credit Union as soon as possible where there is a change in the officers or management of the Organisation (e.g. chairperson, treasurer or secretary) or to the Organisation's external financial auditors (where applicable).
27. The Applicant group/Organisation hereby agrees to provide evidence of expenditure in respect of the fund payment to the Credit Union.
28. The Applicant group/Organisation hereby agrees to retain these records for the period of time required by relevant legislative requirements or for a minimum period of six years, whichever is longer.
29. At the request of the Credit Union, the Organisation will provide the Credit Union with reasonable access to accounts, data, and records of all transactions arising out or related to the purpose of the fund payment

30. The nature of the Organisation's accounts may vary according to the size and nature of the Organisation and the requirements of its governing documents and the Organisation will ensure that its accounts are examined or audited in accordance with relevant legal, regulatory and accountancy requirements and practices, as appropriate.
31. The Organisation must seek the advance written approval of the Credit Union to sell or dispose of any asset or equipment where the fund payment has been used to purchase or improve the asset or equipment. The Credit Union may attach a condition to any such sale or disposal that the Organisation must repay all or part of the fund payment used to purchase or improve the asset or equipment.
32. The Organisation will immediately notify the Credit Union and will ensure that all necessary notifications and actions are undertaken in the event that fraud or misappropriation is suspected or if the Organisation becomes aware of circumstances suggesting fraud or misappropriation within or, in respect of, the Organisation or its activities or arising out of the fund payment. The Organisation shall cooperate with any directions of the Credit Union in this regard.

#### **Governance requirements; Equality**

33. The Organisation undertakes to comply with the Equal Status Acts 2000 to 2015; the Employment Equality Acts 1998 and 2015, the Disability Act 2005, as amended from time to time and all legal obligations in respect of equal opportunities and the Organisation must establish and maintain appropriate structures and systems to ensure it complies with its obligations.
34. The Organisation will not discriminate on the grounds of gender, civil or family status, age, race, religion, disability, sexual orientation or membership of the traveller community.
35. Without prejudice to the above, the Organisation may target some or all of its activities at specific groups, where its intention is to address discrimination or social exclusion.

#### **Governance requirements; Employment Practices**

36. The Organisation is responsible for the employment and recruitment of staff and will comply with its statutory employment obligations including obtaining any necessary clearance from the Garda Síochána or equivalent vetting and/or criminal background checks.
37. *For the avoidance of doubt*, the Organisation shall be solely responsible for any and all remuneration (including pension arrangements) and making all statutory deductions in respect of its remuneration of employees or staff and remitting such deductions in a timely manner to the relevant authorities. The Credit Union shall be under no obligation or liability in respect of the Organisation's staff or employees.

#### **Governance requirements Data Protection**

38. The Organisation shall comply with the Data Protection Acts 1988 to 2018 and the General Data Protection Regulation 2016 (the "DP Acts") as amended from time to time; comply with its obligations as a "data controller" and as a "data processor" under such DP legislation and comply with all rules and policies as may be set out in the Credit Union's Codes of Practice in respect of data protection.
39. We may disclose any information relating to the application to any person for the purpose of administering and processing your application to the Community Investment Fund including

our IT Service Provider, our auditors and the Central Bank of Ireland. We will not disclose information about the application to anyone else other than where we are required by law to do so.

40. For information in relation to how we collect personal information about you, how we use it and how you can interact with us about it, please see our data protection notice in branches and online. It may change from time to time.

#### **Monitoring and accounting for the activities**

41. The Organisation must, if required, be able to demonstrate to the Credit Union that: it is carrying out the work funded by the Community Investment Fund as described in the proposal for funding.
42. The Organisation must keep records of any complaints received from users and staff and shall provide reports on any complaints received to the Credit Union upon request.
43. The Organisation shall co-operate with any review or reporting arrangements, as may have been specified in the funding agreement.
44. The Organisation will permit the Credit Union reasonable access to the Organisation's premises, personnel and records and shall permit the Credit Union to carry out inspections of same and observations of the Organisation's activities and shall cooperate with and respond to queries of the Credit Union in respect of the fund payment, the use of the fund payment, validation of expenditure and the Organisation's activities.
45. The Credit Union may make such enquiries, visits or inspections in addition to the normal monitoring arrangements where it has serious concerns about the Organisation or its use of the fund payment and the Organisation shall comply with any such enquiries, visits or inspections.
46. The Organisation will acknowledge and quantify the Credit Union's fund payment in the Organisation's annual report, in its accounts and in any publicity or other written material produced by or on behalf of the Organisation in relation to the activities funded (wholly or partly) by the Community Investment fund.
47. The Organisation agrees to co-operate with the Credit Union where they may engage in publicity of selected beneficiaries.

#### **Dispute Resolution**

48. Any issues arising for the Organisation in respect of the fund payment should be discussed, in the first instance with the Credit Union's nominated officer. Any matters which are not resolved at that level should be the subject of a formal letter addressed to the management of the Credit Union.
49. The Credit Union accepts that difficulties and disputes within the Organisation are the responsibility of the Organisation's governing body. However, if such difficulties or disputes are likely to materially affect activities supported by the Community Investment Fund, the Organisation will notify the Credit Union and inform it of any corrective action being taken or to be taken by the Organisation.
50. The Credit Union reserves the right to review the fund payment and/or the Agreement at any time.

## **Payment and Indemnity**

51. The Organisation must have sufficient insurance coverage in respect of all services or activities it delivers when using the fund payment. The extent and adequacy of the insurance cover is a matter for the Organisation and its insurance advisers.
52. The Credit Union will not be liable in respect of any loss, damage, claim, cost, injury or death whatsoever arising out of or in connection with the provision of services or activities by the Organisation.
53. An authorised officer of the Organisation must sign and accept the terms of any funding agreement.
54. Subject to any specific conditions set out in the Fund Agreement, the Credit Union shall make the fund payment upon receipt of invoice and payments will be made to the service provider named on the Invoice.

## **Audit Requirements**

55. The Community Investment Fund projects, assessments, recommendations, funding decisions, income and expenditure account and payments are required to be audited by external and internal auditors on an annual basis to ensure board policy and process was followed.

## **Publicity Requirements**

56. As an acknowledgement of its support, Ennistymon & District Credit Union will expect that the community group/ project being supported will give ample exposure to its involvement.

### **Examples of exposure or publicity include:**

- Photo shoot opportunity, news release or press launch where participants have given their consent under Data Protection and General Data Protection Regulations.
- Ennistymon & District Credit Union logo or advertisement in printed literature.
- Verbal acknowledgment of Ennistymon & District Credit Union's participation.
- Ennistymon & District Credit Union representation at any community project's function/event; and/or
- Ennistymon & District Credit Union promotional literature to be on display at the community project's function/event.
- Any plaque or lasting sign will carry the Ennistymon & District Credit Union logo.

I confirm that I have read and agree to abide with the terms conditions of the Community Investment Fund. I certify that the information given in the Application Form is to the best of my knowledge true and accurate.

*Signed on behalf of the organisation:*

**Organisation Name:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*Signed on behalf of the organisation:*

**Organisation Name:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Organisation Stamp (if available)**

### **Check List for Application Submission**

- Completed Application Form
- Signed Terms and Conditions
- Governance documentation
- Charities registration
- Audited financial accounts (Where applicable)
- Auditors report (Where applicable)
- Tax clearance certificates (Where applicable)
- Public liability insurances (Where applicable)
- Any other specific information requested by Ennistymon & District Credit Union
- Other Attachments \_\_\_\_\_