



We're here to support you and your community when you need it most.

The  
**safe**  
and  
**warm**  
**fund**

## Terms and Conditions

### 1. The Promoter

1.1. The promoter is: Wales & West Utilities Limited (“**WWU**”) of Wales & West House, Spooner Close, Celtic Springs, Newport, NP10 8FZ.

### 2. The Safe and Warm Fund

2.1. WWU has allocated a fund to assist with support activities up to the total value of £50,000 (the “**Safe and Warm Fund**”) to support community organisations and help vulnerable community members in meeting their needs to keep safe and warm during the Covid-19 global pandemic.

2.2. Eligible applicants may apply for up to £5,000 of the Safe and Warm Fund to support their activities during the Covid-19 global pandemic. If an application is successful, the amount of the Safe and Warm Fund allocated to a successful applicant shall be in the sole discretion of WWU and will be between £500 and £5,000.

2.3. Examples of what the Safe and Warm Fund can cover are:

- 2.3.1. volunteer and staff costs;
- 2.3.2. costs associated with communication including virtual;
- 2.3.3. energy efficiency and safety advice and measures;
- 2.3.4. running costs that enable the applicant to continue providing support;
- 2.3.5. looking after people in vulnerable situations and providing safeguarding measures;
- 2.3.6. protective garments and equipment; and
- 2.3.7. transport costs and training.

If the application is for core costs WWU will only consider applications that take into account the core costs which are proportionate to the project.

2.4. All activities that the applicant includes in its application must be undertaken in compliance with Government requirements and guidance in relation to Covid-19, such as social distancing.

2.5. By submitting an application form, you are agreeing to be bound by these terms and conditions and will continue to be bound if you are a successful applicant.



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### 3. How to apply

- 3.1. The applications for the Safe and Warm Fund will run from 0800h on 15<sup>th</sup> June 2020 (the "**Opening Date**") to 11:59pm on 6<sup>th</sup> July 2020 (the "**Closing Date**") inclusive.
- 3.2. All applications must be received by WWU using the online application form by no later than 11:59pm on the Closing Date. All applications received after the Closing Date are automatically not included in the application panel review.
- 3.3. To apply for funding from the Safe and Warm Fund you must send a completed application form, which can be found at [wwutilities.co.uk/safeandwarmfund](http://wwutilities.co.uk/safeandwarmfund).
- 3.4. No purchase necessary and there is no charge for use of the website or to apply for the Safe and Warm Fund.
- 3.5. WWU will not accept:
  - 3.5.1. responsibility for application forms that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
  - 3.5.2. proof of transmission as proof of receipt of an application.
- 3.6. For help with applications, please contact WWU Priority Customer team 02920 278558 or email us at [safeandwarm@wwutilities.co.uk](mailto:safeandwarm@wwutilities.co.uk).
- 3.7. Please see our website for a copy of these terms and conditions.
- 3.8. After the Closing Date, the applications will be judged by a panel of at least four members and applications will be assessed as follows:
  - 3.8.1. Meeting eligibility criteria;
  - 3.8.2. Based on the responses provided as part of the application form; and
  - 3.8.3. The benefit of the proposed spend for individuals and communities.

The decision of the panel will be final.
- 3.9. The panel will consist of a selection the following roles (subject to change in WWU's discretion):
  - 3.9.1. WWU Director(s);
  - 3.9.2. WWU Senior manager(s); and
  - 3.9.3. WWU representative(s) from the stakeholder engagement team.



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- 3.10. The panel will review all applications received by the Closing Date and will make its decision on the applicants which are successful by 18th July 2020 (the “**Announcement Date**”). The Announcement Data is subject to change at WWU’s discretion.
- 3.11. An applicant can only apply once for the Safe and Warm Fund and WWU will not accept multiple applications from the same applicant. We will consider applicants for any future funds that may be run by WWU, provided that we have received your feedback form for the Safe and Warm Fund in accordance with clause 6.8 and that you meet the funds criteria and are successful.
- 3.12. The applicant acknowledges and agrees that even if they meet the eligibility criteria and the assessment criteria as set out in these terms and conditions that nevertheless they may not be selected by the panel to receive funding from the Safe and Warm Fund.

#### **4. Eligibility**

- 4.1. In order to be eligible to apply for the Safe and Warm Fundy the applicant must satisfy one of the following:
- 4.1.1. be a registered charity (Registered number is required);
  - 4.1.2. are a constituted voluntary or community groups;
  - 4.1.3. are a Parish or Community council; or
  - 4.1.4. are a not for profit company or community interest company.
- 4.2. The project that the applicant wishes to fund in its application form must be based in the operating area of WWU (Wales and the South West of England) but the applicant organisation may be based elsewhere.
- 4.3. An applicant cannot apply for the Safe and Warm Fund if they are:
- 4.3.1. an individual, sole trader private companies, agents or any company seeking to make a profit;
  - 4.3.2. employees of WWU or its holding or subsidiary companies;
  - 4.3.3. employees of agents or suppliers of WWU or its holding or subsidiary companies, who are professionally connected with the Fund or its administration;
  - 4.3.4. statutory bodies;
  - 4.3.5. a body that advances political or religious causes;
  - 4.3.6. applying for costs that are associated with alcohol and/or drugs, financial assistance to pay the organisations tax, loans or interest assistance or legal advice, or any application which results in a personal gain for the applicant;
  - 4.3.7. applying to support activities and services that would normally be funded by statutory bodies;



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- 4.3.8. are applying for retrospective funding i.e. money which has already been spent; or
  - 4.3.9. improvements to land or buildings over which the applicant does not have tenure.
- 4.4. In applying for the Safe and Warm Fund, you confirm that you are eligible to apply and eligible to claim funding through the Safe and Warm Fund. WWU may require you to provide proof that you are eligible to apply for the Safe and Warm Fund, for example providing registered details of charities.
- 4.5. In addition, a successful applicant will need to provide proof of the following:
- 4.5.1. A bank account in the name of the applicant with at least two signatures who are unrelated;
  - 4.5.2. A constitution (if not a registered charity);
  - 4.5.3. A management committee with a minimum of three people who are unrelated;
  - 4.5.4. Accounts for the most recent financial year or a financial projection if it is a new organisation (WWU will only fund applicants that are financially solvent);
  - 4.5.5. Copies of insurances that apply to the services being undertaken.
- If the information provided is not to WWU's reasonable satisfaction WWU reserves the right to withdraw the offer of funding at this stage.
- 4.6. In order to be successful an applicant will need to have in place appropriate policies such as safeguarding and insurances in place to cover the work that they undertake, including adequate public liability insurance. WWU may request sight of these policies and insurances before providing funds to a successful applicant.
- 4.7. WWU will not accept applications that are
- 4.7.1. automatically generated by computer;
  - 4.7.2. completed by third parties or in bulk;
  - 4.7.3. illegible, have been altered, reconstructed, forged or tampered with;
  - 4.7.4. photocopies and not originals; or
  - 4.7.5. incomplete.
- 4.8. There is a limit of one application per organisation. Entries on behalf of another person or organisation will not be accepted and joint submissions are not allowed.
- 4.9. WWU reserves all rights to remove an application if the applicant's conduct is contrary to the spirit or intention of the Safe and Warm Fund.





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4.10. Applications cannot be returned.

## 5. The funding

5.1. Before any funding is provided, WWU may ask a successful applicant for additional information above that required in clause 4.5. If the additional information provided is not to WWU's reasonable satisfaction WWU reserves the right to withdraw the offer of funding at this stage.

5.2. WWU shall pay a successful applicant by BACS within 10 working days of the final approval by the panel following receipt and verification of the information required in clause 4.5 and any requests for additional information in accordance with clause 5.1.

5.3. A successful applicant must use the funding to provide support to people in vulnerable situations to help keep them safe and/or warm during the period of uncertainty following the Covid-19 global pandemic as set out in their application form. The funding provided as part of the Safe and Warm Fund must be spent to fund the use as described in the application form within six months of receiving the fund. If the funds have not been spent within six months by the applicant WWU reserves the right to request that the unspent monies are returned in order to fund other projects. If WWU makes such a request the successful applicant will return the unspent funds within 5 working days.

5.4. A successful applicant will have an understanding of other support available to people in vulnerable situations in the same geographical area to both avoid duplication of support and to make sure that its work is complementary and makes the most difference to people in the community.

5.5. If a successful applicant changes the use of the Safe and Warm Fund allocated to them then the applicant shall inform WWU who will either approve the new use or reject the new use. If the new use is rejected and the Safe and Warm Fund money that has been allocated to the successful applicant cannot be used for the reasons set out in the application or for a new approved use, WWU reserves the right to request that the unspent funds are returned. If WWU makes such a request the successful applicant will return the unspent funds within 5 working days.

5.6. Any other costs incurred in addition to the amount of the Safe and Warm Fund allocated to a successful applicant and that are incidental to the fulfilment of the services described in the application are the responsibility of the applicant.

5.7. The successful applicant is responsible for the services that it provides with the Safe and Warm Funding allocated to it and WWU accepts no liability



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whatsoever or howsoever arising out of the performance of those services. The applicant is responsible for maintaining adequate levels of insurance.

5.8. The Safe and Warm Fund may not be claimed by a third party on the successful applicants behalf.

5.9. The funding allocated to the applicant under the Safe and Warm Fund is not negotiable or transferable.

5.10. In order to claim the funds the successful applicant must be contactable after the Announcement Date on the contact information provided as part of the application form.

## **6. Successful applicants**

6.1. The decision of the panel is final and no correspondence or discussion will be entered into.

6.2. WWU will contact a successful applicant personally as soon as practicable after the Announcement Date, using the telephone number or email address provided with the application.

6.3. WWU will either publish or make available information that indicates that a valid application has taken place. To comply with this obligation WWU will publish a list of the successful applicants and the county of successful applicants on WWU's website.

6.4. If you object to your organisations name being published or made available or you have concerns about safety of publishing this information given the nature of your organisations please contact WWU Priority Customer team 02920 278558 or email us at [safeandwarm@wwutilities.co.uk](mailto:safeandwarm@wwutilities.co.uk). In such circumstances, WWU must still provide the information and successful entry to the Advertising Standards Authority on request.

6.5. WWU will make all reasonable efforts to contact the successful applicant. If the applicant cannot be contacted or is not available or has not claimed the funds allocated to them from the Safe and Warm Fund, WWU reserves the right to offer the funding to the next eligible applicant selected from the applications that were received before the Closing Date.

6.6. WWU does not accept any responsibility if a successful applicant is not able to take up the funding or is uncontactable.

6.7. Successful applicants should acknowledge WWU's funding in communications regarding the use included in the application form where practicable. WWU will provide its branding materials to successful applicants solely for this purpose.



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6.8. Successful applicants will be required to submit a feedback form to WWU within six months after receiving the funds as part of the Safe and Warm Fund. This is to assist WWU in understanding the difference that the Safe and Warm Fund has made.

## **7. Limitation of liability**

7.1. Insofar as is permitted by law, WWU, its agents or distributors will not in any circumstances be responsible or liable to compensate the applicant or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the Safe and Warm Fund funding except where it is caused by the negligence of WWU, its agents or distributors or that of their employees.

7.2. Your statutory rights are not affected.

## **8. Ownership of applications and intellectual property rights**

8.1. All applications and any accompanying material submitted to WWU will become the property of WWU on receipt and will not be returned.

8.2. You agree that WWU may, but is not required to, make your application on its website and any other media, whether now known or invented in the future, and in connection with any publicity of the Safe and Warm Fund. You agree to grant WWU a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the application and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the application and any accompanying materials for such purposes.

## **9. Data protection and publicity**

9.1. WWU will only process your personal information as set out in the [www.wwutilities.co.uk/Legal](http://www.wwutilities.co.uk/Legal). See also condition 6.3 and condition 6.4, with regard to the announcement of successful applicants.

## **10. General**

10.1. If there is any reason to believe that there has been a breach of these terms and conditions, WWU may, at its sole discretion, reserve the right to exclude you from participating in the Safe and Warm fund.

10.2. WWU reserves the right to hold void, suspend, cancel, or amend the Safe and Warm Fund where it becomes necessary to do so.

10.3. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.