

ARTS ORGANISATION GRANTS TERMS AND CONDITIONS

OVERVIEW

Eligible organisations can apply for a grant of between £5,000 to £20,000 for a 12 month programme of work which:

- increases arts opportunities available to local communities
- embeds inclusivity and diversity in your work
- promotes innovation and excellence
- develops local artistic talent
- develops regional, national and international networks

Applicants should refer to Hull City Council's [Community Plan](#) and [Culture and Heritage Strategy](#).

Successful applicants to Arts Organisation Grants 2026 to 2027 will not be eligible to apply for Grants to Arts project funding for the duration of the grant award.

There is a total of £80,000 available which means the process will be competitive. Successful applicants will be offered the full amount applied for so please carefully consider the amount that you are applying for.

IMPORTANT INFORMATION

- your programme of work must take place within the Hull boundary and be open to the public.
- your organisation must have an office based in Hull
- you must speak to Arts Development before you make an application to this grant funding.
- you need to be committed to working with us on strategic development (in line with Hull City Council Community Plan, Culture and Heritage Strategy, Hull Music Plan, Public Art Policy)
- you must be able to demonstrate that you have other sources of financial support in place
- you must demonstrate a clear need for a grant
- legitimate business travel expenses, as well as elements of personal development can be considered as part of a business plan, however you cannot apply solely for help with travel or individual tuition
- you cannot apply for help with purchasing equipment nor the purchase of buildings or premises
- grants are not transferable to other parties or events
- we do not accept applications for events or activities that have already taken place or are already being advertised

ELIGIBILITY

The primary business of applicants must involve the delivery of arts and culture.

Arts organisation – definition: Arts and Culture is a broad definition which is often used in the context of advancing art or heritage. In this context, Arts organisations are considered to be primarily concerned with the advancement of art, whether visual arts or the performing arts such as music, dance and theatre,

Applicants must demonstrate financial stability and governance by being a formally constituted not-for-profit organisation whose primary business delivers arts and culture in Hull. Not-for-profit organisations include:

- community interest company
- charitable trust
- charitable incorporated organisation
- co-operative
- company limited by guarantee
- community benefit society

You must share the organisation's last 3 consecutive years of audited accounts.

Applicants **must** be primarily concerned with the advancement of Arts and Culture.

A not-for-profit organisation:

Exists primarily to achieve a social, cultural, or charitable purpose rather than to distribute profits to owners or shareholders. Any surplus income is reinvested into the organisation's objectives, not paid out as dividends. Such organisations have governance and accountability structures that prevent private gain.

Applicants must be incorporated under one of the following not-for-profit legal forms:

1. Charitable Incorporated Organisation (CIO): Registered with the Charity Commission with limited liability and charitable status.
2. Company Limited by Guarantee (CLG): Registered with Companies House; no share capital: Members guarantee a nominal amount.
3. Community Interest Company (CIC): Registered with Companies House and CIC Regulator; With asset lock ensuring profits are reinvested for community benefit.
4. Charitable Trust: Managed by trustees.
5. Community Benefit Society (BenCom): Registered with the Financial Conduct Authority; which operates for community benefit, not private profit.

Activities that are not eligible for funding include:

- charity fundraising events
- private parties
- political events
- religious events

This fund is not for individuals nor for NPOs of Arts Council England.

Successful applicants to Arts Organisation Grants 2026 to 2027 will not be eligible to apply for Grants to Arts for the duration of the grant award.

ASSESSMENT

A decision panel will assess all applications against:

- eligibility to apply
- our priorities (see overview above)
- terms and conditions
- funds available

We send decision letters to all applicants regardless of the decision made. Successful applicants must accept any offer in writing. Payment will be arranged directly into your bank account once acceptance has been confirmed.

MAKING AN APPLICATION ONLINE

To apply online you will need:

- a clear description of your 12-month programme of work
- details of any financial support you are currently receiving or that you have received from Hull City Council previously
- evidence of financial support you are receiving from other sources
- a detailed budget showing projected income and expenditure
- your organisation's business plan
- the organisation's past three years audited accounts

We will also need provide the following:

- Equal Opportunities policy
- Access policy
- Risk Management procedures
- Health and Safety policy and procedures
- Environmental Impact plan or statement
- Artist Pay policy
- Safeguarding policy and procedures

If you need the application in other formats email cityartsenquiries@hullcc.gov.uk.

AWARD OF GRANT

A formal letter of agreement will be sent to all successful applicants. Successful applicants will have satisfied all eligibility criteria (see above) and be required to sign and return a document defining terms and conditions of funding to confirm acceptance of the grant and its terms and conditions. That letter of agreement document will include the following.

TERMS AND CONDITIONS

In accepting and offer of grant,

- a) The Organisation gives its consent to the processing and possible release to other bodies of any anonymised personal data which the Organisation supplies to the Council. Without prejudice to their legal obligations, each party will at all times comply with the provisions of the General Data Protection Regulation (EU) 2016/679, the Data Protection Act 1998 and any successor legislation (the “Data Protection Legislation”).
- b) The Organisation will comply with the terms and conditions and the special conditions detailed in their letter of agreement and its annexes.

OUTPUTS

- a) The Organisation must achieve the outputs referred to in the letter of agreement.
- b) The Organisation will provide monitoring information on a regular basis in such a form and at such times as the Council may specify which will include key targets, KPIs and milestones.

CONTACT NAME

The Organisation will nominate a responsible named person, as accountable manager to be the point of contact for the Council always in relation to all aspects of the relationship between the Council and the Organisation (including responsibility for delivering monitoring information to the Council) and will immediately notify the Council in writing of any change of nominated contact.

APPLICATION OF GRANT

The grant monies must be used to achieve the outputs within their original application, detailed in Annex 1 of the letter of agreement and not for any other purpose whatsoever.

BREACH OF CONDITIONS AND RECOVERY OF GRANT

The Organisation will notify the Council immediately if any changes to the agreed outputs are foreseen or envisaged.

Without prejudice to any other terms or conditions of the letter of agreement, the Council will be entitled to suspend, reduce or withhold any or all the grant monies and/or may require all or part of the grant monies to be repaid on providing written notice to the Organisation if, in the Council's reasonable opinion:

- a) the Organisation fails to apply the grant monies for the purposes for which it was given;
- b) there is unsatisfactory progress towards completion of or achieving the outputs referred to in Annex 1;
- c) there is a substantial change in the activities agreed for which the grant is given which the Council has not approved in writing;
- d) any attempt is made to transfer any rights, interests or obligations created under the letter of agreement without the agreement of the Council;
- e) any attempt is made to transfer the benefits of the letter of agreement and the rights interests or obligations under it without the agreement of the Council; or
- f) the Organisation fails to comply with any of the material terms and conditions of the grant funding agreement and fails to remedy the breach within 10 working days of receiving written notice from the Council of the breach;
- g) the Organisation –
 - i. is dissolved; or
 - ii. becomes insolvent or subject to the appointment of an administrator or receiver; or
- h) there has been any financial irregularity in relation to the grant monies: "irregularity" means fraud, impropriety, mismanagement or use of the grant monies for ineligible expenditure;

STATE SUBSIDY

The Council may withhold payment of grant monies and/or reclaim any grant monies paid in the event that the grant monies are found, for any reason, to constitute unlawful state aid.

RIGHTS AND PUBLICITY

All publicity, including digital, social media and written material issued in the public domain that features the Organisation's logo or letterhead must contain the Council's logo set in accordance with the Council's branding requirements within the material (a copy of which have been provided to the Organisation). The Hull City Council logo should always be used in its entirety and must not be altered, created or adjusted in any way. It must not be treated as an afterthought. It is therefore preferable that the logo appears on the front of a publication. If using other logos please ensure that other logos do not dominate. A clear zone (white space) must be maintained around the logo and it must not be reproduced any smaller than 20mm or 57 pixels wide.

VARIATION OF GRANT

No amendment to the terms of the letter of agreement shall be effective unless agreed in writing and signed by an authorised signatory on behalf of the Council and the Organisation.

TRANSFER AND ASSIGNMENT

- a) The Organisation may not assign or transfer any of its rights or interests under the letter of agreement.
- b) No right is conferred on any other third party to enforce the terms of the letter of agreement.
- c) The Organisation must make their own endeavours to ensure that their work programme has the necessary authority (legislative or otherwise) for the activities.

CONFIDENTIALITY

- a) Each party undertakes that it shall not at any time during the agreement period, and for a period of six years after termination of the letter of agreement, disclose to any person any confidential information concerning the business or affairs of the other party except as permitted by clause 11.b.
- b) Each party may disclose the other party's confidential information:
 - i. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this letter of agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and
 - ii. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this letter of agreement.

ENTIRE AGREEMENT

The letter of agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

NOTICES

- a) Any notice given to a party under or in connection with the letter of agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or its principal place of business.
- b) Any notice shall be deemed to have been received:
 - i. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
 - ii. if sent by pre-paid first-class post or other next working day delivery service, at 10.00 am on the second business day after posting or at the time recorded by the delivery service.

GOVERNING LAW AND JURISDICTION

The letter of agreement shall be governed by and construed in accordance with English law. Each party submits to the exclusive jurisdiction of the English courts in relation to any dispute arising out of or in connection with this letter of agreement.

ACCEPTANCE

The Organisation must accept the offer of grant funding and the terms and conditions on which it is given by signing the form of acceptance enclosed with the letter of agreement and returning one full copy to the Council within 2 weeks of the date of the letter.

Applications for payment will not be processed and monies will not be issued until this acceptance has been received by the Council. This will then constitute a legally binding agreement between the Organisation and the Council.

The organisation will be allocated a named liaison officer at Hull City Council's Arts Development. Regular reporting and evaluative information should be shared with that Officer.

Successful applicants will be required to sign the letter of agreement with the above terms and conditions and also supply further details in the following annexes.

ANNEX 1

A. DESCRIPTION OF SUPPORTED ACTIVITY

PROGRAMME for 12 months

B. KHCC preferred OUTPUTS

1. A programme that enhances the brand of Hull as a visitor attraction in accordance with The Hull Community Plan and Hull Cultural Strategy 2016-2026 objectives.
2. Agreed objectives for the period as supplied by the Organisation – stipulated in Annex 6.
3. Acknowledge HCC support on all public literature and advertising issued by the Organisation in a pro rata scale to other sponsors and funders in an approved format.
4. Local and regional advertising of the programme as appropriate utilising media to raise the profile of Hull as a visitor destination.
5. Increased arts engagement from Hull residents.
6. Quarterly and annual evaluation to evidence the numbers of patrons and participants showing the engagement from Hull residents have gained from this grant funding and funding from other sources, including support in kind.
7. Consideration of the needs of Looked After Children within the Organisation's work and coordination with other arts agencies in the City in improving arts provision for this group.
8. Co-operation with the Council's Arts Development team and linkages to the Council's Arts programme which add value to both programmes.
9. Where appropriate, acknowledge the support of the Council by contributing to or providing quotes for media releases which may highlight not only the support of the Council but also other relevant and complementary Council activities, services or campaigns.

C. SPECIAL CONDITIONS

1. The Organisation, in running the programme of events, must not do or cause to be done or refrain from doing or cause to be refrained, anything which may cause the reputation of the Council to be materially damaged due to its grant funding of the Organisation.
2. Grant funding is conditional on the Organisation receiving any necessary statutory licences and that all activity complies with those licences.
3. The grant monies shall be applied by the Organisation to fund the programme substantially as set out in Annex 5 forming the approved sponsored events up to a maximum of the stated amount of grant funding.

4. The Programme of the Organisation stipulated in Annex 7 may change as the planning process proceeds. The Organisation will consult with the Council (Arts and Culture Manager) on any substantive changes likely to affect the overall structure, balance or impact of the programme and approval in writing shall be given (not to be unreasonably withheld).
5. The organisation must make every effort to be aware of all relevant Acts of Parliament and statutory guidance and will ensure compliance with all relevant legislation including, but not limited to:
 - i. Equal opportunities in recruitment, employment and service delivery covering the Equalities Act 2010.
 - ii. Health & Safety
 - iii. Fire Protection
 - iv. Recognition of Trade Unions

This is not an exclusive list and other areas may be specified from time to time.

The organisation will also have in place policies and procedures relating to:

- Access
 - Artist Pay
 - Complaints
 - Customer service standards
 - Environmental impact
 - Equal Opportunities
 - Health and Safety
 - Risk Management
 - Safeguarding
6. Payment of the agreed grant monies will be made by the Council in a single payment, or instalments as agreed. The payments will be payable on receipt of the countersigned grant letter of agreement.
 7. A schedule at Annex 5 is deemed to be indicative and will be used in identifying the supported programme and the broad outcomes that benefit the Council. Quarterly the Organisation shall submit:
 - a) A narrative report on the activity delivered, including audience, artist and participant information.
 - b) A quarterly financial report.
 8. In order to maximise the opportunities for Council media coverage, the Organisation shall liaise with the Council's appointed officer and the Council's press office at the earliest opportunity for any potential joint media release on the Organisation's programme where appropriate.

ANNEX 2

1. FINANCIAL ARRANGEMENTS

As our grant is by way of public funds, the Organisation must:

- 1.1 Make available when required copies of the Organisation's audited Company accounts. The Organisation should note the requirements placed on the Council by the Freedom of Information Act 2000 (see annex 3 para 4) and where relevant should clearly mark any commercially confidential matters contained in any reports, or documentation given to the Council in respect of this grant to enable its identification and if justified its exclusion or redaction from any Freedom of Information response.

The Organisation's Financial Controller to meet with a representative of the Council's finance department for informed communications around quarterly accounts as appropriate if required and as requested by the Arts and Culture Manager.

2. PAYMENT OF GRANT MONIES

- 2.1. Grant monies will be paid in accordance with the schedule in Annex 5.
- 2.2 Payment of the agreed grant monies will be made by the Council on receipt of the countersigned grant offer letter and according to the schedule above.

3. PAYMENT ARRANGEMENTS

- 3.1 Payment of the grant monies is dependent on compliance with the terms of this letter of agreement and satisfactory progress in achieving the results set out in Annex 1.

ANNEX 3 - MANAGEMENT

1. The Organisation will be responsible for:-

The organisation and administration of the programme and ensuring that in carrying out the agreed programme the Organisation and any person acting on behalf of the Organisation complies with the law for the time being in force in Great Britain and in particular the Health and Safety at Work Act 1974, the Equalities Act 2010, the Data Protection Legislation, the Human Rights Act 1998 and all other relevant UK legislation relating to the operation of the Organisation and related activities.

And:

Taking all necessary steps to secure the health, safety and welfare of all persons involved in the Organisation's programme under the relevant legislation for the time being in force.

2. The Organisation must:-

co-operate with the monitoring of compliance by the Organisation with the terms and conditions of this letter of agreement and any steps taken by the Council to investigate and remedy any breach of those terms and conditions.

3. The Organisation must not unlawfully discriminate against any person on the grounds of sex, race, age, religion or belief.
4. Freedom of Information Act 2000

Nothing in this letter of agreement shall prevent the Council from disclosing any information whether relating to the Organisation or this letter of agreement or otherwise which the Council in its absolute discretion considers it is required to disclose in order to comply with the Freedom of Information Act 2000 and/or the Environment Information Regulations and any other statutory requirements whether or not existing at the date of this letter of agreement and the Council reserves the right to make such disclosure without reference to the Organisation.

- a) If the Council shall at any time notify the Organisation that they have received a Request for Information in respect of which the Organisation's assistance is required, then:
 - i. the Organisation shall at its own cost provide and procure that its contractors or sub-contractors provide all necessary assistance required in order to allow the Council to comply with the Request for Information within the period or periods when it is obliged to respond to the Request for Information;
 - ii. without limitation to the foregoing the Organisation shall at its own cost use reasonable endeavours to supply and procure that its contractors or sub-contractors supply within five working days of request such information and documents requested in such form as reasonably prescribed by the Council; and
 - iii. the Organisation shall ensure that all records produced in the course of it programme and/or this letter of agreement is retained for disclosure and shall permit the Council to inspect such records as required from time to time, whether for its own benefit or as agent for any other funding partner subject to the provisions of clause 2.a of the main body of this letter of agreement.

ANNEX 4

1. INSURANCE

The Organisation must:

- a) Effect and maintain appropriate insurance cover with a reputable insurer in sufficient sums to cover its statutory and other obligations in relation to the running of the sponsored programme. This should include a period after the event to cover claims coming to light within the statutory period and Public liability cover of at least £5 million shall be obtained.
- b) Produce to the appropriate officers of the Council when required a copy of any such insurance certificates and schedules with the receipt for the current year's insurance premium in respect of the insurance cover required in clause (a) above.

ANNEX 5

THE EXPECTED OUTCOMES FOR HULL CITY COUNCIL

- A programme of artistic work that enhances the brand of Hull as a visitor attraction in accordance with the objectives of the Hull Community Strategy and Hull Culture and Heritage Strategy.
- A well run, high quality and appropriately resourced programme of events and arts activity across the year.
- Increased visitor numbers to Hull.
- Increased arts engagement from Hull Residents.
- Opportunities for Looked-after Children.
- Development opportunities for local artists.
- Council Brand Exposure through acknowledging HCC support on all public literature, advertised and media coverage issued by the Organisation in a pro rata scale to other sponsors and funder in an approved format and contain the City Council Logo.
- Quarterly meetings with activity report and annual evaluation to evidence the number of patrons and participants showing the engagement from Hull residents have gained from the grant funding.
- Co-operation with the Council's Arts team and links to the Council's Arts programme which add value to both programmes.

Requested grant payment schedule will be detailed within the Letter of Agreement.

ANNEX 6

Activity Plan

A detailed activity plan will be provided by the organisation which reflects the activity outlined in their original grant application.

A 12 month programme of activity is to be detailed in Annex 7.

ANNEX 7

A 12 month programme of activity will be detailed and the following identified.

Key Performance Indicators (KPIs)

- The Programme, as supplied by the Organisation
- Key Deliverables
- Aspirational Deliverables
- New audience development

ANNEX 8

FINAL REPORTING

In addition to a narrative report of activity over the 12 month funded period, the organisation will be required provide summary figures for activity for the year for:

Total number of audience in person	
Total number of in person audience resident in Hull (reported by Council Ward areas: East, North and West where known)	
Total number of in person audience visitors to Hull (where known)	
Total number of audience online	
Total number of Hull resident participants in person (reported by Council Ward areas: East, North and West where known)	
Total number of non-Hull resident participants in person	
Total number of artists	
Total amount of external funding from Arts Council England	
Total amount of external funding from other sources	
Total amount of ticket/earned income	
Total amount of own contribution from reserves	
Total amount of other income, e.g. crowdfunding, programme sales, merchandise	
Total value of in-kind contributions received	
List of all other funders	