

Large Employer Fund 2026 (the 'Fund') terms and conditions (the 'T&Cs')

This is a supporting legal document which you should read before completing the Request for Funding form.

These T&Cs are effective from 01 April 2026-

1. About these T&Cs

- 1.1. These are the terms and condition in accordance with which CITB will provide funding to you.
- 1.2. These T&Cs are designed to ensure that the funding is used solely for the delivery of in scope construction training as set out in the Request for Funding form submitted by you (the '**Training**')
- 1.3. The Training has been approved because it:
 - 1.3.1. meets industry agreed standards; and
 - 1.3.2. aligns with the Industrial Training Act 1982.

2. Applying for Funding

- 2.1. An Employer is able to apply for funding in respect of construction industry related training undertaken by:
 - 2.1.1. directly employed staff on the payroll;
 - 2.1.2. any sub-contractors (including both net and gross-paid HMRC CIS sub-contractors).
- 2.2. provided they are working at the time of the training for the Employer making the application and that CITB funding support has not already been received for the particular training and that the Employer has:
 - 2.2.1. identified the need for training;
 - 2.2.2. organised the training; and
 - 2.2.3. accepted the cost of the training.

3. Funding and tax

- 3.1. CITB provides the funding inclusive of VAT, in accordance with these T&Cs.
- 3.2. The funding will be used only by you and only for the Training
- 3.3. The amount of funding shall not be increased in the event of any overspend by you in the delivery of the Training.
- 3.4. You shall promptly repay to CITB any money incorrectly paid to you either as a result of an administrative error or otherwise. This includes (without limitation) situations where

either an incorrect sum of money has been paid or where funding has been paid in error or for Training that is not in-scope.

- 3.5. You acknowledge the funding is not a taxable supply for VAT purposes by you to us. You understand our obligation does not extend to paying you any amounts in respect of VAT in addition to the funding and that the funding we give you is inclusive of VAT.
- 3.6. You shall not use the funding to:
 - 3.6.1. exclusively fund employees, directors or trustees;
 - 3.6.2. purchase building or land or large infrastructure;
 - 3.6.3. fund any capital expenditure;
 - 3.6.4. pay third parties, agents or providers to apply for funding on your behalf; or
 - 3.6.5. for any other purposes that CITB deem not to be an appropriate use of the funding in accordance with these T&Cs.
- 3.7. CITB may at any time withdraw the funding in its entirety or revise this Policy without notice.
- 3.8. CITB's decision is final on all matters concerning the interpretation and application of these T&Cs.

4. Duration

- 4.1. These T&Cs shall apply from 1st April 2026 to 31st March 2027 (the 'Term').
- 4.2. Any obligations under these T&Cs that remain unfulfilled following the expiry or termination of the T&Cs shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

5. Intellectual Property Rights, marketing and promotion

- 5.1. **'Intellectual Property Rights' ('IPR')** means any confidential information, patents, registered and unregistered trademarks, registered designs and unregistered design rights, copyright, know-how, trade secrets and all other creative content in the world. For the avoidance of doubt, data shall fall outside this category and shall be handled as set out in the data protection clause.
- 5.2. Any advertising, presentation or media coverage by you and training materials, activity or products connected to the Training shall acknowledge CITB's funding.
- 5.3. Except as expressly set out in these T&Cs, you are not authorised to use any of CITB's logo and/or trademarks without our prior written approval.
- 5.4. Nothing in these T&Cs entitles you to state, either expressly or impliedly, that you are endorsed by, approved by, affiliated with or have any corporate association with CITB.
- 5.5. We may publicise funding the Training and we may use your logo/trademark to do so.
- 5.6. Nothing in these T&Cs shall affect the ownership of either party's Intellectual Property Rights.

6. Payment

- 6.1. You will receive a maximum amount of £18,000 of funding under these T&Cs subject to you correctly completing and submitting the Request for Funding form and subject to CITB approval.
- 6.2. We will require evidence to show that you have completed and submitted all your Levy Returns in accordance with the deadlines and are fully up to date with your Levy payments before any funding is released for payment.
- 6.3. The funding will be paid in two equal instalments over the Term.

7. Withholding, Suspending and Repayment of Funding

- 7.1. You shall use the funding to pay for the Training and no other purpose.
- 7.2. CITB's intention is that the funding will be paid to you in full. However, without prejudice to CITB's other rights and remedies, we may at our discretion withhold or suspend payment of the funding and/or requirement repayment of all or part of the funding if:
 - 7.2.1. the funding has not been used for the Training for which it was awarded;
 - 7.2.2. you do not provide us with evidence (if requested) to show that the Training have been undertaken and completed;
 - 7.2.3. your provided inaccurate, false or misleading information or acted dishonestly or disreputably;
 - 7.2.4. any funding is issued as a result of deliberate manipulation, falsification of records or fraud.
 - 7.2.5. we discover that Training has been funded or part funded by another third party.
 - 7.2.6. you have failed to deliver the Training stipulated.

8. Audit and Supporting Documents

- 8.1. You shall observe all statutory accounting requirements.
- 8.2. You shall comply and facilitate CITB's compliance with all applicable statutory requirements as regards project related evidence, accounts, audit or examination of accounts, annual reports and annual returns.
- 8.3. Employers shall keep and maintain for 3 years from the end of the tax year to which they relate, full and accurate records of funding applications including:
- 8.4. payroll records for all employees including relevant Full Payment Submissions (FPS), P60s, P11s;
- 8.5. evidence of training which has taken or is taking place (e.g. attendance records and certificates of achievement);
- 8.6. Employers shall afford CITB, its representatives and auditors such access to those records as may be required in connection with this Policy and section 6 of the Industrial Training Act 1982.

9. Indemnity

- 9.1. You shall indemnify, save and hold harmless CITB from and against any and all third-party actions, claims, loss, damage, cost and expense (including reasonable legal fees) incurred by CITB arising directly as a result of the delivery of the Training or a breach of the terms of these T&Cs.

10. Insurance

- 10.1. You will effect and maintain adequate insurance, as detailed in the Application Declaration Form and, if requested, you shall supply us with the relevant insurance documentation and evidence that the relevant premiums have been paid.

11. Discrimination

- 11.1. You shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) against anyone.
- 11.2. You shall take reasonable steps to secure observance of this clause by all servants, employees or agents engaged by you and all suppliers and sub-contractors engaged by you to deliver the Training.

12. Safeguarding

- 12.1. If the training involves work with children, young people or vulnerable adults ('vulnerable people'), you will take all reasonable steps to ensure their safety.
- 12.2. You will obtain written agreement from the legal carer or guardian before any direct contact with vulnerable people and have policies and procedures to safeguard them, obtaining appropriate disclosure checks for anyone in contact with them.

13. Data Protection

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the General Data Protection Regulation ((EU) 2016/679); the UK General Protection Regulation, the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other United Kingdom or European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and any other legislation relating to data protection, the processing of personal data and privacy as a consequence of the United Kingdom leaving the European Union; and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

- 13.1. Both parties will process personal data in accordance with all applicable Data Protection Legislation.
- 13.2. Personal data of learners who attend or achieve Training is collected to enable the applications for funding to be processed.

- 13.3. The personal data provided to CITB (“the Information”) will be collected and processed for the purpose of administering the New Employment fund including to enable CITB to fulfil its statutory functions (and purposes incidental to those functions) as set out in the Industrial Training Act 1982.
- 13.4. The personal data will be held securely and will not be disclosed to third parties other than as described above and in accordance with the CITB Privacy Notice.
- 13.5. For further information explaining the data subject’s rights and how the Information may be used by CITB, please refer to the [CITB Privacy Notice](#).

14. Freedom of Information

- 14.1. You acknowledge that CITB is subject to the requirements of the Freedom of Information Act 2001 and the Environmental Information Regulations 2004 (collectively the ‘Legislation’).
- 14.2. You undertake to:
 - 14.2.1. provide all necessary assistance and cooperation as reasonably requested by CITB and enable CITB to comply with its obligations under the Legislation;
 - 14.2.2. transfer to CITB all requests for information relating to these T&Cs that you receive as soon as practicable and in any event within two (2) working days of receipt;
 - 14.2.3. provide CITB with a copy of all information belonging to CITB requested in the request for information which is in your possession or control in the form that CITB requires within five (5) working days (or such other period as CITB may reasonably specify) of CITB’s request for such information; and
 - 14.2.4. not respond directly to a request for information unless authorised in writing to do so by CITB.
- 14.3. You acknowledge that CITB may be required under the Legislation to disclose information without consulting or obtaining consent from you. CITB shall take reasonable steps to notify you of a request for information to the extent that is permissible and reasonably practical for it to do so but (notwithstanding any other provision in these T&Cs) CITB shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Legislation.

15. Limitation of Liability

- 15.1. CITB accepts no liability for any consequences, whether direct or indirect, that may come about from you arising from the use of the funding or from withdrawal of the funding.
- 15.2. You shall indemnify and hold harmless CITB, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of you in relation to use of the funding, non-fulfilment of obligations by you in accordance with these T&Cs or your obligations to third parties.
- 15.3. Subject to clause 15.1 CITB’s liability in accordance with these T&Cs is limited to the payment of the funding.

16. Warranties

16.1. You warrant, undertake and agree that:

- 16.1.1. you have all necessary resources and expertise to deliver the comply with your obligations under these T&Cs (assuming due receipt of the funding);
- 16.1.2. you shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify CITB immediately of any significant departure from such legislation, codes or recommendations;
- 16.1.3. you shall comply with the requirements of Health and Safety at Work etc. Act 1974 and any other acts, order, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project;
- 16.1.4. you have and shall keep in place adequate procedures for dealing with any conflicts of interest;
- 16.1.5. you have and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction;
- 16.1.6. all financial and other information concerning you which has been disclosed to CITB is to the best of your knowledge and belief true and accurate;
- 16.1.7. you are not aware of anything in your own affairs, which has not been disclosed to CITB, which might reasonably have influenced the decision of CITB to provide the funding in accordance with these T&Cs; and
- 16.1.8. since the date of your last accounts there has been no material change in your financial position or prospects and for the avoidance or doubt CITB retains the right to carry out a credit check during the Term.

17. Assignment/sub-contracting

17.1. You may not assign or sub-contract the ~~Project~~ or funding without our written approval.

17.2. Any assignment or sub-contract shall be on terms no worse than these and shall (a) require payment by you no more than 30 days from receipt of a valid invoice and (b) your prompt approval of each sub-contractor invoice. A sub-contractor must include in a subcontract equivalent term.

17.3. No assignment or sub-contract removes an obligation or liability. You are liable for acts and omissions of assignees or sub-contractors and their employees as if your own.

18. Termination

18.1. CITB may in writing terminate these T&Cs immediately without compensation:

- 18.1.1. If you, being an individual, or where a firm, any partner in that firm shall become bankrupt or equivalent
- 18.1.2. If you, being a company, pass a resolution, or equivalent

18.1.3. If you, being a charity/public body has an analogous event to those in 18.1.1 or 18.1.2

18.1.4. If you seriously breach these T&Cs and do not remedy it or, following a notice, do not within thirty (30) calendar days remedy it to CITB's satisfaction; or

18.1.5. If your acts or omissions bring us into disrepute or attract adverse publicity.

18.2. CITB may terminate these T&Cs without reason on thirty (30) calendar days' written notice.

19. Dispute resolution

19.1. In the event of any complaint or dispute (which does not relate to CITB's right to withhold funds or terminate) arising between the parties to these T&Cs in relation to these T&Cs, the parties shall meet promptly to resolve matters.

19.2. If we cannot resolve the dispute within ten (10) working days of a meeting, the parties may, by mutual consent, refer the matter to a senior member of management appointed by each party.

20. Notices

20.1. All notices and other communications in relation to these T&Cs shall be in writing and shall be deemed to have been duly given if personally delivered or mailed (first class postage prepaid) to the address of the relevant party. If personally delivered all such communications shall be deemed to have been given when received (except that it is received on a non-working day or after 4 pm on any working day they shall be deemed received on the next working day) and if mailed such communications shall be deemed to have been given and received on the second working day following such mailing.

21. Third party rights

21.1. The parties do not intend these T&Cs to be enforceable, under the Contracts (Rights of Third Parties) Act 1999, by any person not a party to it.

22. Joint and Several Liability

22.1. Where you are not a company or incorporated entity with a distinct legal personality, the individuals who enter into and sign these T&Cs shall be jointly and severally liable for your obligations and liabilities arising under these T&Cs.

23. Set off

23.1. We may set off any liability of you to us against any liability of us to you without prejudicing our other rights or remedies.

24. Entire Agreement

24.1. Neither party is induced to agree to these T&Cs by a statement or promise, unless fraudulent.

25. No partnership or joint venture

25.1. Nothing in these T&Cs shall create a partnership or joint venture between us, nor any relationship or principal and agent, nor authorize any party to make or enter into any commitments for or on behalf of the other party.

26. Variation

26.1. The terms of this T&Cs may only be varied in writing and by agreement between both parties.

27. Contracts (Rights of Third Parties) Act 1999

27.1. These T&Cs do not and are not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

28. Law and jurisdiction

28.1. The laws of England and Wales and the exclusive jurisdiction of the English and Welsh Courts shall apply.