

STANDARD GRANT TERMS AND CONDITIONS

Benefact Trust Ltd is legally obligated to ensure that its grants are used for the purpose agreed, that monies are spent within a reasonable timescale, and that any work supported by Benefact Trust is evaluated where appropriate. These terms and conditions constitute the agreement between Benefact Trust and the applicant in relation to the grant, along with the application form and the grant offer letter (including any special conditions specified in it).

The Project Funded

1. The charity will deliver the project funded by Benefact Trust in accordance with the applicant's bid to Benefact Trust, unless otherwise agreed in writing. The grant must ONLY be used for the purposes specified.

2. Benefact Trust recognises that needs can change over time. Therefore, if the applicant believes it necessary, it may make a request to Benefact Trust that the grant is used for alternative purposes provided these are charitable. Such requests must be discussed with Benefact Trust before being put in writing. Any decision of Benefact Trust as to whether to approve any such request shall be final.

3. If the applicant is experiencing difficulty delivering the work funded within the timeframe specified in the application form, it must inform Benefact Trust at the earliest possible opportunity. Return of part or whole of the grant may be requested if the work cannot be completed within reasonable timescales that Benefact Trust may specify.

Capital Projects

4. Where the project funded involves the acquisition, refurbishment or construction of a capital asset (**Asset**), the charity warrants, undertakes and represents that:

a. it will obtain, comply with and satisfy and shall procure that any contractor engaged for the construction of or otherwise in connection with the Asset (**Contractor**) shall at all times comply with and satisfy all necessary local and / or national consents, licences and permissions in respect of the Asset including but not limited to planning permission and listed building consent (if applicable) (**Consents**) and all applicable conditions of such Consents;

b. it will undertake the project in accordance with any specification agreed with Benefact Trust and to Benefact Trust's reasonable satisfaction;

c. it will notify Benefact Trust immediately of any significant departure from the terms of any Consents;

d. it will comply and shall procure that the Contractors shall at all times comply with any acts, orders, regulations and codes of practice relating to health and safety, which may apply to persons working on the project;

e. it will at all times comply with the terms of any relevant leases, covenants or restrictions on title and, in this regard, the delivery of the project and the intended use of the Asset does not breach the terms of such leases, covenants or restrictions;

f. it will deploy the Asset only for the agreed purpose and will make the Asset available to the public as set out in the grant application to Benefact Trust;

g. it will maintain the Asset in good repair such that it may be deployed for its agreed purpose.

Security and Additional Terms

5. Benefact Trust reserves the right to: a. take security, including but not limited to a legal mortgage, over any funded Asset and the applicant will perform such acts and provide Benefact Trust with such assistance as may be required in connection with such security including but not limited to in connection with registering charges at HM Land Registry and the Registrar of Companies (if applicable), subject, where required, to agreement with the applicant's other secured creditors (if any); and

b. impose additional terms and conditions if in Benefact Trust's reasonable opinion there is a material increase in the risk of:

i. non-completion, or significant delay to completion, of the project funded; or

ii. reputational harm to Benefact Trust in connection with the applicant or the project funded.

Grant Payments

6. The amount of the grant will not be increased in the event of any overspend by the applicant in delivering the work / project funded.

7. The applicant must promptly repay to Benefact Trust any money incorrectly paid to it either as a result of an administrative error or otherwise.

8. The grant must be listed in the applicant's annual accounts as "restricted" funding.

9. Funds will only be paid if Benefact Trust has the funds available at the time that payment is due.

Monitoring and Evaluation

10. The applicant will:

a. Carry out regular monitoring of its work to ensure that it is delivering the project / work funded, as agreed.

b. Maintain separate, accurate and up to date financial records as to how exactly the grant has been spent, including records of receipt and expenditure.

c. Provide access to any person authorised by Benefact Trust to enable Benefact Trust to carry out evaluation reviews of the project funded.

d. Provide Benefact Trust with an annual written report of the work undertaken and the benefits achieved with funding, measured against the objectives, outputs and outcomes stated in the agreed funding bid if specified as a condition of the grant. This will include a breakdown of how the grant has been spent.

e. Provide Benefact Trust with any information and documents it requests, from time to time, to ensure the applicant is delivering the project funded in accordance with these terms and conditions.

Use of Benefact Trust's Name and Logo

11. The applicant will:

a. Obtain written permission from Benefact Trust to use its name and logo in all circumstances.

b. Not alter Benefact Trust's logo once use of it has been permitted.

c. Acknowledge Benefact Trust's role as funder at any suitable opportunity and in any suitable literature (provided that permission to use the name and logo has been obtained, as above).

d. Not do anything which may adversely affect the reputation of Benefact Trust or generate adverse publicity for Benefact Trust.

Use of Charity's Name, Logo, Images and Information

12. In accepting a grant from Benefact Trust the applicant agrees to Benefact Trust using its name, logo, information and photographs of its work and the work funded in its own publicity material which Benefact Trust shall be entitled to promote and distribute entirely at its discretion in any form and through any medium of its choosing which shall include (but not be limited to) Benefact Trust's own website, social media platforms and other media distribution channels.

13. Grant holders and personnel involved in Benefact Trust grant funded activities will assist Benefact Trust upon request in publicising the award of the grant and subsequent results of a grant funded project. Benefact Trust reserves the right to use case studies from projects it funds as part of its publicity activities. Grant holders will not unreasonably refuse a request from Benefact Trust to contribute to a project case study and attend and/or speak at events or meetings from time to time to assist in the promotion of Benefact Trust and its charitable aims.

14. In instances where confidentiality is a particular issue the applicant must advise Benefact Trust of this when accepting the grant.

15. Where the applicant provides Benefact Trust with any photographs (whether at the time of the application or subsequently where such photographs are required as a condition of funding), the applicant agrees to only submit photographs in respect of which the applicant has already secured all necessary consents to allow Benefact Trust the rights to use any images for Benefact Trust's own marketing purposes, which may include alteration of the images.

16. The applicant agrees and acknowledges that Benefact Trust is entitled to presume, unless specified otherwise by the applicant, that the necessary consents have been obtained by the applicant and Benefact Trust is granted permission to make use of the images the applicant provides. It is the applicant's responsibility to ensure the consents are in place before submitting images to Benefact Trust. Such consents will include the permission of the copyright holder (usually the person or company which has taken the photograph) but also where images show people, their consent or the consent of their parents or guardians for Benefact Trust to make use of the images in which they are captured.

17. It is the applicant's responsibility to advise Benefact Trust at the point of submitting a photograph if a photo credit is required, for example to acknowledge the photographer and/or organisation that holds copyright or otherwise needs to be acknowledged with having provided or created the photo. If a photo credit is not provided on submission, Benefact Trust is entitled to assume that no credit is needed.

Intellectual Property

18. Benefact Trust and the applicant agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, know-how and any other intellectual property rights owned by either Benefact Trust or the applicant prior to the first grant instalment or developed by either party during the grant term, shall remain the property of that party.

19. Where Benefact Trust has provided the applicant with any of its intellectual property rights for use in connection with the work/project to be funded by the grant (including without limitation its name and logo), the applicant shall, upon termination of this agreement, cease to use such intellectual property rights immediately and shall either return or destroy such intellectual property rights, as requested by Benefact Trust.

Relationship Management

20. The applicant will:

- a. Collaborate in good faith with Benefact Trust and any other organisations involved with the work.
- b. Provide such information and assistance to Benefact Trust as required to ensure a positive and co-operative relationship with Benefact Trust.

Cessation or Reimbursement of the Grant

21. Benefact Trust may request the return of all or some of its grant and /or cease future grant payments at any time if:

- a. The project funded fails.
- b. The project funded is terminated by the recipient.
- c. Excess funds are provided for completion of the project.
- d. Consent is withdrawn in relation to Benefact Trust processing information that the applicant, any co-applicants and/or institution have provided in relation to the application.

Or the applicant:

- e. Uses the grant for purposes not previously agreed by Benefact Trust.
- f. Is unable to spend the grant as specified (although a request to spend the grant on alternative purposes can be made - see above).
- g. Is unable to spend the grant in the time period agreed; Benefact Trust may request the return of any portion of the grant which has not been spent at the end of the grant period.
- h. Fails to provide monitoring and evaluation information as requested by Benefact Trust.
- i. Operates in a manner which could be detrimental to the reputation of Benefact Trust or which Benefact Trust considers to be unsatisfactory, inappropriate or negligent.
- j. Is found to have given false or misleading information to Benefact Trust at any time.
- k. Fails to comply with any of these terms and conditions.
- l. Ceases to operate for any reason, passes a resolution (or any court of competent jurisdiction makes an order) that it be wound up or dissolved, becomes insolvent or is placed into receivership, administration or liquidation, or enters into any arrangement for the benefit of its creditors.
- m. Withdraws its consent in relation to Benefact Trust processing its personal data in accordance with clauses 29 and 30 below.

Termination

22. Benefact Trust may terminate this agreement and any grant payments upon giving the applicant one month's written notice should it be required to do so by financial restraints or for any other reason.

Liability and Indemnity

23. The issuing of a grant does not imply any responsibility on the part of Benefact Trust, its Trustees or any of its staff for the health and safety or conduct of employees, volunteers, beneficiaries, members of the public or others connected with the applicant.

24. By accepting these terms and conditions the applicant agrees to indemnify and keep indemnified Benefact Trust from and against any and all claims, damages, losses and expenses which it incurs or sustains as a result of non-fulfilment of the obligations of the applicant under these terms and conditions, any of its actions or omissions in relation to the grant and its use of the same which shall include, but not be limited to, any claim made against Benefact Trust for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with Benefact Trust's use of any photographs supplied to Benefact Trust by the applicant.

25. Benefact Trust excludes any liability on the part of the Benefact Trust in relation to the project or the non-payment of grant monies.

Warranties

26. The applicant, warrants, undertakes and agrees that:

a. It has all necessary resources and expertise to deliver the project to be funded by the grant.

b. It shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify Benefact Trust immediately of any significant departure from such legislation, codes or recommendations.

c. It has and shall keep in place adequate procedures for dealing with any conflicts of interest.

d. It has and shall keep in place systems to deal with the prevention of fraud and /or administrative malfunction.

e. All financial and other information concerning the charity which has been disclosed to Benefact Trust is, to the best of its knowledge and belief, true and accurate.

f. It is not subject to any contractual or other restriction imposed by its own or any other organisation's rules or regulations or otherwise which may prevent or materially impede it from meeting its obligations in connection with the grant.

g. It is not aware of anything in its own affairs, which it has not disclosed to Benefact Trust or any of Benefact Trust's advisers, which might reasonably have influenced the decision of Benefact Trust to make the grant on the terms contained in these terms and conditions.

h. Since the date of its last accounts there has been no material change in its financial position or prospects.



BENEFACT TRUST

i. It has secured or will secure any relevant permissions, rights and licences which maybe required to carry out the project, and that no materials provided to Benefact Trust will infringe the copyright of any third party.

j. It will notify Benefact Trust of any significant legal claims (including notices of intention to take legal action made against it.

k. It will notify Benefact Trust promptly of any material events or developments which are likely to affect the expected date of completion.

Insurance

27. The applicant shall maintain in force for the grant term a full and comprehensive insurance policy in respect of its activities in delivering the project funded by the grant.

28. The applicant shall (on request) supply to Benefact Trust a copy of such an insurance policy and evidence that the relevant premiums have been paid.

Data Protection

29. By submitting an application for grant funding, all applicants explicitly accept that all information that the applicants, any co-applicants and/or institution supply to Benefact Trust relating to any applications or grants awarded will be used for the purposes of:

- a. Assessing and processing the application and any subsequent grant.
- b. Maintenance and review of the grant to include audit and/or evaluation.
- c. Monitoring progress of how grant funds are used.
- d. Business management, systems development and carrying out statistical and strategic analysis.

30. All personal data will be processed by or on behalf of Benefact Trust in accordance with the data protection laws and in accordance with its Privacy Policy available at <https://www.benefacttrust.co.uk/privacy-policy>. Personal data relating to the applicant(s) may be disclosed to and processed by group companies of Benefact Trust and third parties such as trustees who review all grant applications and other third parties that Benefact Trust consults when assessing applications and administering grants. Such third parties include our service providers, business partners, marketing organisations, photographers, the Charity Commission, and in circumstances where Benefact considers it in the applicant's interests, other grant funders in order to recommend the applicant for consideration by other relevant grant providers or other grant applicants working in the same field in order to share experiences and knowledge.

Assignment

31. The applicant may not, without the prior written consent of Benefact Trust, assign or sub-contract the benefit and/ or the burden of this agreement.

Grant Offer Letter

32. Any additional or special conditions contained within the grant offer letter also form a part of the grant terms and conditions under which the grant is paid.